

From: (b)(6); (b)(7)(C)
Sent: 10 Jul 2017 14:40:54 -0400
To: (b)(6); (b)(7)(C)
Subject: FW: Occoquan room reservation

From: (b)(6); (b)(7)(C)
Sent: Monday, July 10, 2017 1:42 PM
To: (b)(6); (b)(7)(C)
Subject: Occoquan room reservation

(b)(6);
(b)(7)(C)

So I booked up the rest of the week in the conference room for you guys but there are a few conflicts, which I've listed below:

Tuesday: 11-12
Wednesday: 3-4
Thursday: 9-11

I believe (b)(6); should be able to help you with a better long-term solution, which is probably using OPLA's office except for the day they are there, in which case you guys can go back to Occoquan. Let me know if you need more help on this.

(b)(6); (b)(7)(C)

Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Monday, July 10, 2017 1:38 PM
To: (b)(6); (b)(7)(C)
Subject: Approved Reservation request for Occoquan | 9162 (9th floor) | Phone: (b)(6);

Your reservation request for Occoquan | 9162 (9th floor) | Phone: (b)(6); on **Friday, July 14, 2017** from **8:00 AM to 5:00 PM** has been **Approved**.

Contact the corresponding POC listed on the Room Description page in Conference Room Scheduler if more information is needed.

This email was automatically generated.

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This email is confidential and may be privileged. If you have received it

in error, please notify us immediately and then delete it. Please do not
copy it, disclose its contents or use it for any purpose.

+=====

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From: (b)(6); (b)(7)(C)
Sent: 14 Feb 2017 16:16:58 -0500
To: (b)(6); (b)(7)(C)
Subject: FW: Please Approve - 192117EROLESA0017 (ERO Transformation 2.0-McKinsey)
Attachments: 192117EROLESA0017.pdf

(b)(6);

FYI ERO approved funding for McKinsey is on its way to requisition review. I will inform McKinsey that funds are in route.

Thank You

(b)(6);

From: (b)(6); (b)(7)(C)
Sent: Tuesday, February 14, 2017 4:07 PM
To: (b)(6); (b)(7)(C)
Subject: FW: Please Approve - 192117EROLESA0017 (ERO Transformation 2.0-McKinsey)

FYI

From: (b)(6); (b)(7)(C) on behalf of MSD-FMU
Sent: Tuesday, February 14, 2017 4:05:28 PM
To: ICE Requisition Processing DC; ICECFORequisitionReview

(b)(6); (b)(7)(C)

Subject: RE: Please Approve - 192117EROLESA0017 (ERO Transformation 2.0-McKinsey)

Please approve the subject G514. The information for BWS is below.

- 1. Contract and Task Order Number:** GS-10F-0118S/HSCECR-17-F-0003
- 2. Period of performance:** 1/3/2017 to 10/09/17
- 3. Period funded by the requisition:** 1/3/17 to 03/28/17
- 4. Description of the procurement:** ERO 2.0 Task 3 Transformation Step 1a and refine the task 2; Total Cost of Ownership-Procurement Strategy Step 1; Talent Mgt Strategy Step 1
- 5. Justification of the procurement:** Incremental Funding
- 6. Product Service Code (PSC):** R799

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192117EROLESA0017

2. DATE
14-FEB-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW (b)(6)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
(b)(6); (b)(7)(C)
202-732- (b)(6)
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFG., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
1001	ADDING INCREMENTAL FUNDING TRANSFORMATION TASK 3-STEP 1A AND REFINE THE TASK 2 RECOMMENDATIONS	1	EA	(b)(4)		
2001	ADDING INCREMENTAL FUNDING TOTAL COST OF OWNERSHIP-STEP 1	1	EA			
3001	ADDING INCREMENTAL FUNDING TO TALENT MGT STRATEGY-STEP 1	1	EA			

Justification:

ADDITIONAL FUNDING FOR GS-10F-0118S/HSCECR-17-F-00003. ERO 2.0 TALENT MANGEMENT STRATEGY FOR POP: 1/03/2017 TO 10/09/2017. FUNDED POP: 1/03/17-3/28/17. R799

Recommended Vendor:

562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: (b)(6)

13. SIGNATURE OF APPROVING OFFICIAL (b)(6)	Date 14-FEB-2017	14. TITLE OF APPROVING OFFICIAL MGMT & PROG ANAL	15. TOTAL 2,592,877 51
24. SIGNATURE OF FUNDING OFFICIAL (b)(6); (b)(7)(C)	Date 14-FEB-2017	25. TITLE OF FUNDING OFFICIAL SUPVY MGMT & PROG ANAL	

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED	19. PURCHASE ORDER
18. APPROVED	DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
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INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192117EROLESA0017

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1	(b)(7)(E)	18-06-0100-50-00-00-00	GE-25-76-00 000000	(b)(4)
NONE000	TFM	E1		18-06-0100-50-00-00-00	GE-25-76-00 000000	
NONE000	TFM	E1		18-06-0100-50-00-00-00	GE-25-76-00 000000	

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1	2017	7070540		2,592,877.51

From: (b)(6); (b)(7)(C)
Sent: 17 Jan 2018 06:31:25 -0500
To: (b)(6); (b)(7)(C)
Subject: FW: Please Approve - 192118EROLESA0016 (ERO 2.0, McKinsey)

FYI

From: ICECFORequisitionReview
Sent: Tuesday, January 16, 2018 3:39 PM
To: MSD-FMU; ICECFORequisitionReview; ICE Requisition Processing DC

(b)(6); (b)(7)(C)

Subject: RE: Please Approve - 192118EROLESA0016 (ERO 2.0, McKinsey)

Requisition 192118EROLESA0016 has been reviewed and approved for (b)(4) through the Requisition Review Box (RRB). The requisition is now available in the RRB Collaboration tool to view.



Requisition Review Team

| ICE | OCFO | Balanced Workforce Strategy

Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C) **On Behalf Of** MSD-FMU
Sent: Friday, January 12, 2018 2:54 PM
To: ICECFORequisitionReview; ICE Requisition Processing DC

(b)(6); (b)(7)(C)

Subject: FW: Please Approve - 192118EROLESA0016 (ERO 2.0, McKinsey)

Good afternoon, please process attached requisition. Also attached are additional documents for the requirement. The BWS information can be found in the email below.

(b)(6); (b)(7)(C)

Section Chief, Financial Operations Support
ERO - Financial Management Unit
Immigrations Customs Enforcement

Email: (b)(6); (b)(7)(C) / 202-732-(b)(6);

Check out the [OSD Fiscal Management Sharepoint Site](#)

From: (b)(6); (b)(7)(C)
Sent: Friday, January 12, 2018 2:30 PM
To: MSD-FMU
Cc: (b)(6); (b)(7)(C)
Subject: Please Approve - 192118EROLESA0016 (ERO 2.0, McKinsey)

Please approve the subject G514 and send the attached along with the approved G514. The BWS information is below.

1. Contract and Task Order Number: GS-10F-0118S/HSCECR-17-F-00003
2. Period of performance: 10/24/2017 to 3/31/18
3. Period funded by the requisition: 1/16/18 to 2/15/18
4. Description of the procurement: ERO 2.0 Task 3 Transformation
5. Justification of the procurement: Incremental Funding
6. Product Service Code (PSC): R799

Thanks,

(b)(6); (b)(7)(C)
Section Chief, Program Analysis & Reporting
Budget Execution Unit (BEU)
Operations Support Division (OSD)
Enforcement & Removal Operations (ERO)
U.S. Immigration & Customs Enforcement (ICE)
Phone: 202-732-(b)(6)

Check out the [OSD Fiscal Management Sharepoint Site](#)

From: (b)(6); (b)(7)(C)
Sent: 11 Aug 2017 14:37:05 -0400
To: Valerio, Tracey A; Barrera, Staci A; Roncone, Stephen; #MASTAFF
Cc: Weinberg, Bill; (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
Subject: FW: Request for Approval: McKinsey order HSCECR-17-F-00003
Attachments: 192117EROLESA0054.pdf
Importance: High

Good Afternoon –

OAQ is requesting approval of this one-off REQ for optional work under the McKinsey order for transformation and total cost of ownership efforts.

Please advise if OAQ may obligate funds in the amount of (b)(4). Part of the project expires on Monday, August 14th without additional funding.

V/r

(b)(6); (b)(7)(C)
Chief of Staff (A)
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);
Cell Phone: 202-906-(b)(7)(C)
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Friday, August 11, 2017 12:33 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: Request for Approval: McKinsey order HSCECR-17-F-00003

(b)(6); (b)(7)(C) Requesting approval to obligate (b)(4) to exercise CLINs on the McKinsey order, HSCECR-17-F-00003. Unfortunately this is an urgent request; one of the CLINs expire on Monday.

- DCR
- Exercise CLINs 1004 and 2004
- FY 2017 Funded Amount: \$14,222,414.71
- Total Contract Amount: \$23,051,024.74
- With these options exercised, the new POP will be: 1/3/17 – 10/27/17
- (b)(6); (b)(7)(C)
- Can the POP be reduced in order to obligate less funds in FY17? (Yes or No). If no, provide an explanation in Column I. If yes, say what the new PoP will be in Column J. If yes, say what the total dollar amount of funds not being obligated will be.
 - No, these CLINs are already being incrementally funded to limit FY17 funds.

(b)(6); (b)(7)(C)

Contract Specialist

Detention, Compliance, and Removal

DHS/ICE/OAQ

202-732-(b)(6);

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192117EROLESA0054

2. DATE
09-AUG-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW [REDACTED]
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
[REDACTED]
202-732-4577
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
1004	INCREMENTAL FUNDING TO TRANSFORMATION TASK 3- STEP 2B: PROGRESS UPDATE.SUPPORT WAVE IMPLEMENTATION AND BUILD CAPABILITIES IN ADDITIONAL 1 WAVE 1 SITE (SAN ANTONIO)	1	EA	[REDACTED]		
2004	INCREMENTAL FUNDING TO TOTAL COST OF OWNERSHIP STEP 5B PROGRESS UPDATE: COMPLETE SECOND WAVE OF VALUE CAPTURE AND IMPLEMENT NEW PROCUREMENT OPERATING MODEL	1	EA			

Justification:

INCREMENTAL FUNDING FOR GS-10F-0118S/HSCECR-17-F-00003. POP: 1/03/2017 TO 10/09/2017.
INCREMENTAL FUNDING FOR POP 9/21/17-10/9/17. ERO 2.0 TALENT MANGEMENT STRATEGY TASK 3 2B
AND TOTAL COST OF OWNERSHIP TASK 5B. R799

Recommended Vendor:

562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: [REDACTED]

13. SIGNATURE OF APPROVING OFFICIAL [REDACTED]	Date 10-AUG-2017	14. TITLE OF APPROVING OFFICIAL MGMT & PROG ANAL	15. TOTAL 1,361,159 74
24. SIGNATURE OF FUNDING OFFICIAL [REDACTED]	Date 10-AUG-2017	25. TITLE OF FUNDING OFFICIAL MGMT & PROG ANAL	

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED	19. PURCHASE ORDER
18. APPROVED	DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION 21. DATE 22. SIGNATURE 23. TITLE

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192117EROLESA0054

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1	(b)(7)(E)	18-06-0100-50-00-00-00	GE-25-76-00 000000	(b)(4)
NONE000	TFM	E1		18-06-0100-50-00-00-00	GE-25-76-00 000000	

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1	2017	7070540		1,361,159.74

From: (b)(6); (b)(7)(C)
Sent: 19 Jun 2018 17:00:49 +0000
To: (b)(6); (b)(7)(C)
Subject: FW: Scope of work - McKinsey

Can someone send me the contract please?

(b)(6); (b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);
Cell Phone: 202-906-(b)(7)(C)
Email: (b)(6); (b)(7)(C)



From: (b)(6);
Sent: Tuesday, June 19, 2018 1:00 PM
To: (b)(6); (b)(7)(C)
Subject: RE: Scope of work - McKinsey

Close?

From: (b)(6); (b)(7)(C)
Date: Tuesday, Jun 19, 2018, 11:45 AM
To: (b)(6); (b)(7)(C)
Subject: Scope of work - McKinsey

(b)(6);

I need a copy of the scope of work for McKinsey on its current contract for OHC.

V/r,

(b)(6);

Chief of Staff
Management & Administration
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6)

From: (b)(6); (b)(7)(C)
Sent: 11 Dec 2018 18:13:56 +0000
To: (b)(6); (b)(7)(C)
Subject: FW: SCR Non-Reported Actions - 12-04-2018 - DCR
Attachments: SCR_Non-Reported Actions - 12-4-2018 - DCR.xlsx, Acquisition Alert 19-02 - Service Contract Reporting.pdf, Acquisition Alert 19-02 - Attachment 1 Training Slides.pdf, SCR Compliance Email to Contractors.docx, Service Contract Reporting - CS-CO Instructions OAQ.DOCX

(b)(6);
(b)(7)(C)

Can you see the spreadsheet and the email and take care of the actions for NLETS and McKinsey? I'll ask (b)(6); to take care of CSI.

(b)(6);

Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Tuesday, December 11, 2018 9:03 AM

(b)(6); (b)(7)(C)

Subject: SCR Non-Reported Actions - 12-04-2018 - DCR

Good Morning, DCR,

You have been identified and associated with the attached requirements which have yet to be reported in accordance with FAR 4.1705. The attached (excel) report is current as of December 4, 2018.

This is the last week (deadline December 14, 2018) for the vendor to complete this action before their report is considered late; it is to be documented as part of the contractor's performance evaluation information under FAR 42.15. We then have a little over 30 days to validate the info reported.

Additional attachments for reference:

1. Acquisition Alert 19-02
2. Training Slides
3. Sample Email to Vendors
4. Instructions to CS/CO

If you have any issues, please let me know.

Thank you!

(b)(6); (b)(7)(C)

Contracting Officer

DHS | ICE | OAQ | Quality Assurance Division (QAD)

O: 202-732-(b)(6) | M: 202-505-(b)(6); (b)(7)(C)

Vendor DUNS	Vendor Name	Referenced IDV PIID	PIID	CS	CO	Status
188851625	UNIFIED NUTRIMEALS	70CDCR18A00000005	70CDCR18FC0000010	(b)(6); (b)(7)(C)		
879740454	TRAILBOSS ENTERPRISES, INC.	70CDCR18D00000002	70CDCR18FR0000075			
879740454	TRAILBOSS ENTERPRISES, INC.	70CDCR18D00000002	70CDCR18FR0000159			
079529872	PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP	GS00F045DA	70CDCR18FR0000149			
079529872	PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP	GS00F045DA	HSCECM17F00094			
133090261	NAKAMOTO GROUP, INC., THE	GS00F051CA	HSCECR15F00008			
009741190	DANYA INTERNATIONAL LLC	GS00F062CA	HSCECR15F00007			
825229318	MCKINSEY & COMPANY, INC. WASHINGTON D.C.	GS10F0118S	HSCECR16F00004			
825229318	MCKINSEY & COMPANY, INC. WASHINGTON D.C.	GS10F0118S	HSCECR17F00003			
102793460	CSI AVIATION SERVICES, INC.	GS33F0025V	HSCECR14F00007			
102793460	CSI AVIATION SERVICES, INC.	GS33F0025V	HSCECR14F00008			
102793460	CSI AVIATION SERVICES, INC.	GS33F0025V	HSCECR14F00009			
102793460	CSI AVIATION SERVICES, INC.	GS33F0025V	HSCECR14F00010			
102793460	CSI AVIATION SERVICES, INC.	GS33F0025V	HSCECR14F00015			
961704876	CLASSIC AIR CHARTER INC.	GS33F004DA	70CDCR18FR0000002			
879740454	TRAILBOSS ENTERPRISES, INC.	HSCECM12D00005	HSCECM14J00021			
112281840	JESUIT REFUGEE SERVICE USA	HSCECM15D00007	70CDCR18FR0000035			
112281840	JESUIT REFUGEE SERVICE USA	HSCECM15D00007	HSCECM17F00038			
032093028	LABORATORY CORPORATION OF AMERICA	HSCECM16A00001	70CDCR18FC0000034			
032093028	LABORATORY CORPORATION OF AMERICA	HSCECM16A00001	HSCECM17J00034			
159734151	CORRECTIONS CORPORATION OF AMERICA	HSCECM17A00001	70CDCR18FC0000001			
159734151	CORRECTIONS CORPORATION OF AMERICA	HSCECM17A00001	HSCECM17J00003			
167448955	XRAD TELE-SERVICES INC	HSCETC16D00002	70CDCR18FR0000006			
167448955	XRAD TELE-SERVICES INC	HSCETC16D00002	70CDCR18FR0000049			
167448955	XRAD TELE-SERVICES INC	HSCETC16D00002	HSCECM17F00090			
134265938	LIONBRIDGE GLOBAL SOLUTIONS II, INC.	HSFE7016A1970	HSCECM17F00005			
019992424	INGENESIS INC.		70CDCR18C00000002			
179570403	STG INTERNATIONAL, INC.		70CDCR18C00000003			
148508286	WEST PUBLISHING CORPORATION		70CDCR18P00000017			
827821757	THOMSON REUTERS SPECIAL SERVICES LLC		70CDCR18P00000048			
037619129	NATIONAL LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEMS INC		70CDCR18P00000173			
037619129	NATIONAL LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEMS INC		HSCECR17P00009			
803838374	HUDSON RIVER PARK TRUST		HSCECM16P00056			
606290401	MAXIM HEALTHCARE SERVICES, INC.		HSCECM17C00002			
957523111	GO & ZALEZ INC.		HSCECM17P00080			



Homeland
Security

October 10, 2018

TO: Heads of the Contracting Activities

FROM:

(b)(6); (b)(7)(C)

Office of the Chief Procurement Officer
Executive Director, Acquisition Policy & Legislation

SUBJ: FY 2018 Service Contract Inventory Supplemental Reporting Requirements

1. Introduction: This Acquisition Alert reminds contracting officers that on January 30, 2014, a final Federal Acquisition Regulation (FAR) rule became effective to implement statutory requirements for service contract supplemental reporting. The FAR requires prime and first-tier contractors to report in the System for Awards Management (SAM) the **total amount invoiced and direct labor hours expended** on the services performed under certain contracts. The FAR also requires contracting officers to:

- Include FAR clauses **52.204-14, Service Contract Reporting Requirements** or **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts**, as applicable, in all solicitations issued and contracts, as defined in FAR 2.101, awarded on or after January 30, 2014; and
- Bilaterally modify existing indefinite-delivery contracts, within six months of the effective date of the final rule, if the remaining period of performance extends beyond October 1, 2013, and \$2.5 million or more remains to be obligated.

Be advised that the Department-wide service contract reporting compliance goal for FY18 is 100%.

This Acquisition Alert is not intended to be a substitute for reviewing the FAR requirements, but provides notification of recent Office of Federal Procurement Policy (OFPP) reporting and review timelines.

In addition to including the required clauses as applicable, the FAR requires contracting officers to:

- Review contractor reported information and notify the contractor if they believe the reported information warrants revision;
- Use the interim SAM status reports that will be generated bi-weekly during the reporting period and posted in SAM for use in notifying contractors of their obligation to meet the reporting requirements in the FAR clause;

- Exercise appropriate contractual remedies if the contractor fails to report in accordance with the FAR clause (See Section 3); and
- As appropriate, include the contractor's failure to comply with the reporting requirements, as part of the contractor's performance evaluation information under FAR subpart 42.15, Contractor Performance Information (See Section 3).

2. Reporting Thresholds: FAR 4.1705 establishes service contractor reporting requirements based on the type of contract and dollar amount. These requirements are as follows:

- All cost-reimbursement, time-and-materials, and labor-hour service contracts and orders above the simplified acquisition threshold;
- All fixed-price contracts and orders at or above:
 - \$2.5M awarded in FY 2014;
 - \$1M awarded in FY 2015;
 - \$500K awarded in FY 2016 and subsequent years; and
- All first-tier subcontracts for services.

3. Reporting and Review Timeline:

Date	Responsible Party	Duties
10/10/18 - 12/14/18	Prime Contractor (Note: First-tier subcontractors whose contracts meet the reporting thresholds report to the prime per the clause.)	Initial Contractor Input: Prime contractors submit reports in SAM, which include the total dollar amount invoiced for services performed and the total amount of labor hours expended . By 10/24/18 , contracting officers should notify all contractors whose contracts include the clauses, of their reporting obligation under the clause. Contractors should be notified that after 12/14/18 , their report is late and failure to submit the report in compliance with the contract clause will be documented as part of the contractor's performance evaluation information under FAR 42.15.
12/15/18 - 1/31/19	Contracting Officer and Prime Contractor	(1) Contracting officer reviews contractor reported information in SAM for reasonableness and consistency against available contract information. In the event the contracting officer believes that revisions to the contractor reported information are warranted, the contracting officer shall notify the contractor. (2) Prime contractor revises the report based on the contracting officer's notification and finalizes the report or the contractor finalizes the report without making the revisions and documents the rationale to the contracting officer for not revising the report. (3) The contracting officer must include the rationale provided by the prime contractor in the contract file.
1/31/19	Prime Contractor	SAM closes for FY 2018 contractor reporting.
After the reporting cycle	Contracting Officer	In the event that the prime contractor fails to submit the report in compliance with the contract clause, the contracting officer shall exercise the appropriate contractual remedies. In addition, the contracting officer must make the contractor's failure to comply with the reporting requirements a part of the contractor's performance evaluation information under FAR 42.15, Contractor Performance Information.

NOTE: It is understood that contracting officers may have little insight into the number of labor hours expended under fixed-price contracts. Therefore, FAR Subpart 4.1703(b)(1) states that

contracting officers are not required to address data in their review for which they would not normally have supporting information. However, if there is an obvious error, such as contractors reporting labor hours that are unreasonably high or low, this should be noted for the contractor to review for possible errors.

Depending on Component invoicing procedures, contracting officers may need to coordinate with the Contracting Officer's Representative to verify the total dollar amount invoiced for services performed and the total amount of labor hours expended. Because the contractor is accountable for their own reporting, you are advised to notify the contractor of revisions that you believe are warranted, but the FAR does not require the contractor to make revisions, only to provide their rationale to the contracting officer if they do not agree with the revisions.

4. Federal Procurement Data System (FPDS) Coding Reminder: Compliance with service contract supplemental reporting will be measured by FPDS reporting. Therefore, any contract with a Product and Service Code (PSC) beginning with a letter, which indicates services, and with a contract type and dollar threshold that requires reporting will be identified in the bi-weekly status reports if the contract was awarded on or after January 30, 2014.

In addition, FAR 37.101 defines a service contract as “a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.” Some contracts and orders buy services and supplies. If the principal purpose of the contract or order as a whole is for services, then the contract or order should be identified with a service PSC in FPDS, even though the furnishing of non-labor items may be an important part of the contract or order.

REMINDER: As of October 1, 2017, if 52.204-14, Service Contract Reporting Requirements or 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts is included in the contract, the contracting officer is required to mark it in FPDS under data element 7G - Additional Reporting.

5. Effective Date: The requirements of FAR clauses 52.204-14, Service Contract Reporting Requirements and 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts were effective on January 30, 2014.

6. Archive Date: This Acquisition Alert expires on March 30, 2019.

7. Additional Information: If you have questions about the application of these new clauses, please contact the Service Contract Reporting point of contact (POC) within your Component as identified in the following chart.

Component	POC	Email Address
CBP	(b)(6); (b)(7)(C)	
FEMA		
FLETC		
ICE		
OCPO		
OPO		
TSA		
USCG		
USSS		

Please see the attached Office of the Chief Procurement Officer's (OCPO) FY 2018 Service Contract Reporting training for detailed information and frequently asked questions on Service Contract Reporting. Additional instructional information will be provided to your Component POC for dissemination. Please also see the System for Award Management Non-Federal User Guide, [Chapter 10, Service Contract Reporting of the SAM User Guide](#).

If your contractors have questions, refer them to the [SAM Quick Start Guide](#) and the General Services Administration's YouTube tutorial for contractors titled, [Creating and Managing a Service Contract Report](#).

You may also contact [\(b\)\(6\); \(b\)\(7\)\(C\)](#) in OCPO/Acquisition Policy & Legislation Division.

8. Attachments:

- Attachment 1: OCPO FY 2018 Service Contract Reporting Training

Distribution Instructions: Disseminate to the widest possible audience - Acquisition Staff, General Counsel and Program Offices.



FY 2018 Service Contract Reporting Tutorial

Office of the Chief Procurement Officer (OCPO)
Acquisition Policy & Legislation (APL)

October 2018

2019-ICLI-00048 000592



Learning Objectives

Understanding of the following:

- ✓ Why Service Contract Reporting?
- ✓ Which Contracts are Subject to Service Contract Reporting?
- ✓ Service Contract Reporting Requirements/Thresholds
- ✓ Who is Required to Report?
- ✓ When is Service Contract Reporting Required?
- ✓ FPDS Coding Reminders
- ✓ Where/How do Contractors Report?
- ✓ Contracting Officer Roadmap
- ✓ Frequently Asked Questions
- ✓ Resources





Why Service Contract Reporting?

- ✓ Service contract inventories are management tools that are designed to help agencies better understand how contractors are being used to support the mission and whether contractors' skills are being used appropriately.
- ✓ Information on the total amount invoiced and the direct labor hours expended, when combined with other market research information can help to support agency efforts to eliminate costly and duplicative service contracts.



Which Contracts are Subject to Service Contract Reporting?

- ✓ SCR applies to all service contracts that contain:
 - FAR clause 52.204-14, Service Contract Reporting Requirements, or
 - FAR clause 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts
- ✓ Contractors report total amount invoiced and direct labor hours expended in the System for Award Management (SAM).



SCR Requirements/Thresholds

- ✓ FAR 4.1705 establishes SCR requirements based on the type of contract and dollar amount. These requirements are as follows:
 - All **cost-reimbursement, time-and-materials, and labor-hour** service contracts and orders above the simplified acquisition threshold; and
 - All **fixed-price** contracts and orders at or above:
 - ☐ \$2.5M awarded in FY 2014;
 - ☐ \$1M awarded in FY 2015;
 - ☐ \$500K awarded in FY 2016 and subsequent years.



Who is Required to Report?



All federal contractors
providing services

First-tier subcontracts
providing services



When is Service Contract Reporting Required?



10/10/18 – 12/14/18

- SAM opens for FY 2018 SCR.
- Contractors will be able to enter the **amount invoiced** and the **direct labor hours expended**.

12/15/18 – 1/31/19

- Contracting officer reviews contractor-reported data from the interim reports and works with contractors to make revisions, as necessary.
- If contractor data is missing or incomplete contracting officers can still direct contractors to enter new reports and correct existing reports.



Federal Procurement Data System Coding Reminder



- ✓ SCR is required for any contract with a Product and Service Code (PSC) beginning with a letter, which indicates services, and with the applicable contract type and dollar threshold.
- ✓ IMPORTANT NOTE: Some contracts/orders buy services and supplies. If the principal purpose of the contract/order as a whole is for services, then the contract/order should be identified with a service PSC in FPDS, even though the furnishing of non-labor items may be an important part of the contract/order.

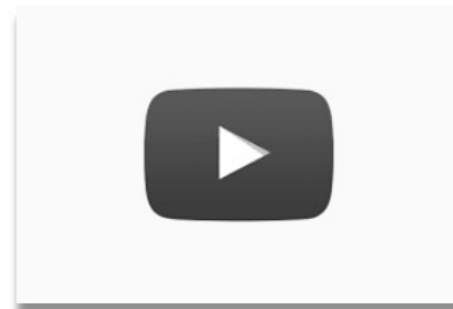


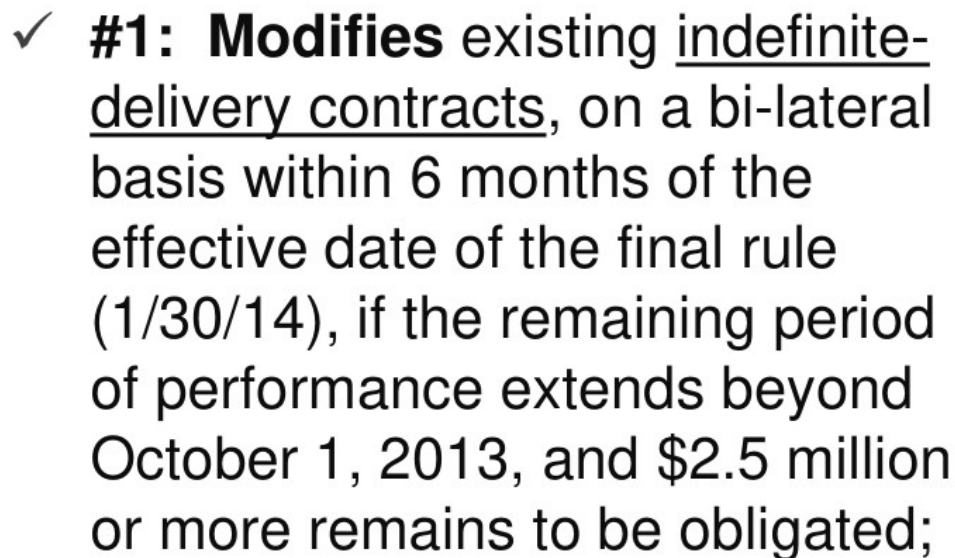
Where/How do Contractors Report?



- ✓ Contractors must log in to www.sam.gov and select “Register/Update Entity” and then click the “Service Contract Report” link.
- ✓ Once this data is entered into the SAM module, it will automatically generate a Full Time Equivalent (FTE) based on the provided totals.

- ✓ GSA YouTube tutorial:





- ✓ **#2:** For other than indefinite-delivery contracts, the contracting officer **ensures** that FAR 52.204-14 is included in solicitations, contracts and orders as prescribed at FAR 4.1705;
- ✓ **#3:** For indefinite-delivery contracts, the contracting officer who awarded the contract or the post award contracting officer **ensures** that FAR 52.204-15 is included in solicitations and contracts as prescribed at FAR 4.1705;



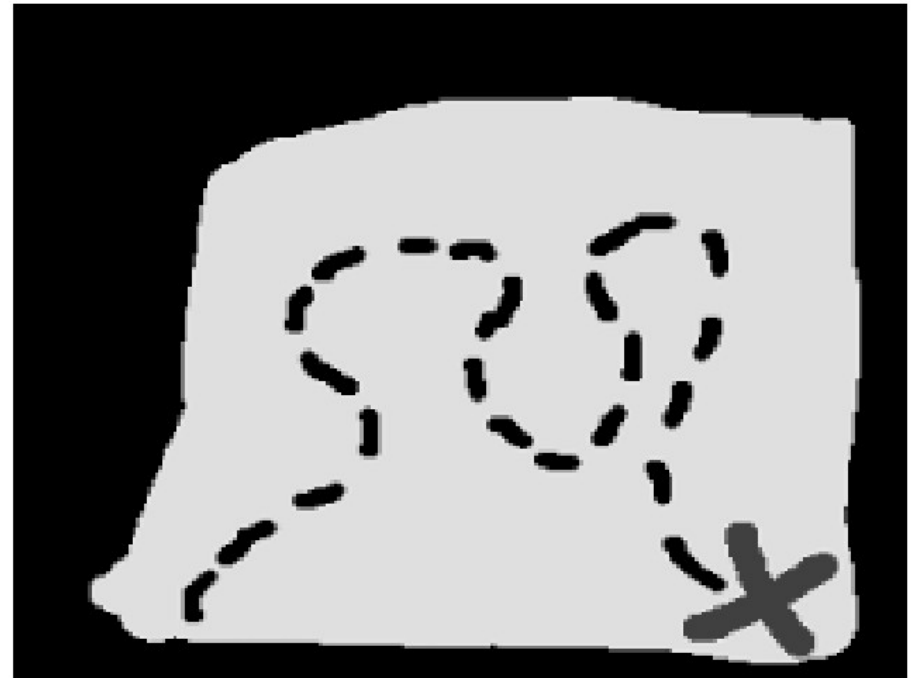
Contracting Officer Roadmap cont'd

- ✓ **#4:** The contracting officer at the order level **verifies** the clause is included in the contract;
- ✓ **#5: Reviews** contractor reported information and **notifies** the contractor if they believe the reported information warrants revision;
- ✓ **#6: Uses** the interim SAM status reports during the reporting period for use in notifying contractors of their obligation to meet the reporting requirements in the FAR clause;
- ✓ **#7: Exercises** appropriate contractual remedies if the contractor fails to report in accordance with the FAR clause; and



Contracting Officer Roadmap cont'd

- ✓ **#8:** As appropriate, **includes** the contractor's failure to comply with the reporting requirements, as part of the contractor's performance evaluation information under FAR 42.15, Contractor Performance Information.





Frequently Asked Questions

1. My contract/order is for subscription services. The PSC code is D317 (IT and Telecom- Web-Based Subscription). Is SCR required?

Answer: Yes, the PSC begins with a letter which indicates a service. SCR is required.

2. My contract/order was awarded on September 27th but the period of performance actually begins on October 1st. Is SCR required?

Answer: Yes, the contractor should report hours and amount invoiced for September 27th, 28th, 29th & 30th. The hours and amount invoiced may be "0" but the contractor still has to report.



Frequently Asked Questions cont'd

3. My contract is classified and it is showing up on the interim reports as "Not Reported." Is SCR required?

Answer: SCR is not required for classified contracts.

CLASSIFIED

- ✓ Classified contracts/orders shall not be reported in FPDS in accordance with FAR Part 4.
- ✓ If your contract/order is showing up on the interim status reports as "Not Reported", then the contract/order has been reported in FPDS. If your contract meets the definition of a classified contract, it should be removed immediately from FPDS. Please note, if a DD-254 was incorporated into the contract/order it does not automatically mean a contract/order is classified.



Frequently Asked Questions cont'd

4. My contract/order has expired. Is SCR required?

Answer: If the contract/order expired during the FY reporting time frame then the contractor is required to still report any hours and amount invoiced.

5. I feel my contract is exempt and I am going to go into FPDS and change the PSC, is that acceptable?

Answer: No. The PSC entered into FPDS for your award MUST reflect the PSC you provided when you issued the solicitation. Changing this code post-award can lead to serious legal issues and is not permitted.



Frequently Asked Questions cont'd

6. My contract/order does not include the clause but it meets the prescription for the clause, do I have to modify the contract/order?

Answer: Yes

7. My contract/order has been terminated. Is SCR required?

Answer: Yes, the contractor should report for the timeframe that their contract/order was active.



Frequently Asked Questions cont'd

8. My contract/order has been closed out. Is SCR required?

Answer: Before closing out a contract, the contracting officer should ensure that the contractor has complied with all of the terms and conditions of the contract to include SCR. Also, a close out may result in additional invoices paid which would then have to be reported.

9. Is SCR applicable to contracts that are exempt under the Service Contract Act?

Answer: Yes, all service contracts that meet the SCR requirements and thresholds require reporting.



Frequently Asked Questions cont'd

10. How are indefinite-delivery contracts handled?

Answer: For indefinite-delivery contracts, reporting requirements will be determined based on the expected dollar amount and type of orders issued under the contracts. Indefinite delivery contracts include, but are not limited to, indefinite-delivery, indefinite-quantity (IDIQ) contracts, Federal Supply Schedule (FSS) contracts, Government-wide Acquisition Contracts (GWACs), and multi-agency contracts.

11. Are Research and Development (R&D) contracts subject to SCR?

Answer: Yes, if a contract for R&D meets or exceeds the reporting thresholds established in FAR 4.17, the contractor must enter the required data in the SAM.



Resources



✓ Your Component SCR POC is listed below:

Component	POC	Email Address
CBP	(b)(6); (b)(7)(C)	
FEMA		
FLETC		
ICE		
OCPO		
OPO		
TSA		
USCG		
USSS		



Resources cont'd

- ✓ GSA's YouTube tutorial for contractors: Creating and Submitting an SCR
- ✓ SCR Dashboard in the Enterprise Reporting Application
- ✓ OCPO/APL:

- (b)(6); (b)(7)(C)
-



SUBJECT: FY-2018 Service Contract Reporting (SCR): CONTRACT NUMBER XXXXXX-##-X-XXXXX

Good Day (**Insert Contractor's POC Information, and delete parenthesis**),

1. As a reminder, FAR 4.1705 establishes Service Contract Reporting (SCR) requirements based on the contract type and dollar amounts. These requirements are as follows:
 - a. All cost-reimbursement, time and materials, and labor hour service contracts and orders above the simplified acquisition threshold; and
 - b. All fixed price contracts and orders at or above:
 - \$2.5 million awarded in FY 2014;
 - \$1 million awarded in FY 2015;
 - \$500k awarded in FY 2016 and subsequent years**(NOTE: This threshold changed from \$1M to \$500K in FY-2016)**
2. Based on the above, all contractors are required to report both the **total amount invoiced**, and the **direct labor hours expended** for any applicable contracts into the Systems for Awards Management (SAM) no later than **12/14/2018**. This date will allow time for Contracting Officer's review of the contractor-reported data from the interim reports in SAM and Contractor to correct any reported discrepancies; and will help to ensure compliance with the suspense date of **1/31/2019**.
3. As of the date of this email, your firm has been identified as one of our contractors that require being compliant with the FAR. Therefore, your data regarding DHS/ICE/OAQ Contract # XXXXXX-##-X-XXXXX must be reported in SAM by the suspense date of **12/14/2018**.

You are advised that after **12/14/2019**, your report will be noncompliant, and failure to submit the report in compliance with the clause will be documented as part of the contractor's performance evaluation information under FAR 42.15.

For Information Purposes:

The Federal Procurement Data System (FPDS) will send Contract Action Reports (CARs) based on the new SCR requirements to SAM. Upon receipt of a CAR (or group of CARs) for given Unique Entity Identifier (AKA: DUNS), SAM will inform registered users by e-mail to complete and submit SCRs. The email will also advise users on how to delegate this task to another user within the entity. **Note:** If the entity is not registered in SAM, they will not receive the SCR notification e-mail. CARs will not be released until the user creates a SAM account and registers the entity. For your reference, a copy of the SAM's User Guide has been attached.

Sincerely,

Contract Specialist (**Your Name/Signature Block here, and delete parenthesis**)

Please utilize the “SCR Compliance Email to Contractors” attachment to copy the text to your emails and fill in required information (***Salutation [add Vendors Name]; the contract number must be provided under the Subject and Bullet # 3; and your Name/Signature Block***), then send the email notification to your respective contractor’s POC(s). Also, provide each contractor the attached - SAM User Guide Chapter 10 SCR”.

The goal is to send out each email notification no later than COB—**November 16** (reference the Excel attachment for your respective non-reported service contracts). Please ensure to send the email with “Request a Delivery Receipt” and “Request a Read Receipt.”

1. After the information is reported by the vendor, please review the contractor’s data from the interim reports in SAM against FFMS and/or contract(s) and work with the contractors to make revisions, as necessary. Also, if the contractor’s data is missing or incomplete Contract Specialists/Contracting Officers can still direct contractors to enter new reports and/or correct existing reports.
2. Contractors are to correct any reported discrepancies. Both the Contractor and CS/CO are to ensure compliance with the suspense date of **January 31, 2019**.

From: (b)(6); (b)(7)(C) on behalf of (b)(6); STA/NorthAmerica/MCKINSEY
Sent: 24 May 2017 14:38:13 -0400
To: (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
Subject: FW: Should cost training and Negotiation preparation
Attachments: ATT00001.htm, c122539.ics

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6); STA/NorthAmerica/MCKINSEY (b)(6); (b)(7)(C)
When: May 25, 2017, 10:00 AM
Subject: Should cost training and Negotiation preparation
Location: OAQ conference room

From: (b)(6); (b)(7)(C) STA/NorthAmerica/MCKINSEY
Sent: Tuesday, May 23, 2017 12:25:53 PM
To: (b)(6); STA/NorthAmerica/MCKINSEY; (b)(6); (b)(7)(C)
(b)(6); NJE/NorthAmerica/MCKINSEY; (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
Subject: Should cost training and Negotiation preparation
When: Thursday, May 25, 2017 10:00 AM-11:30 AM.
Where: OAQ conference room



Invitation: Should cost training and Negotiation preparation

05/25/2017
7 -

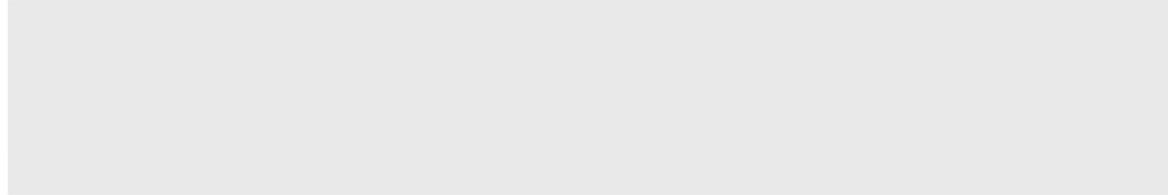
Chair: (b)(6); STA/NorthAmerica/MCKINSEY

Location: OAQ conference room

(b)(6); (b)(7)(C) has invited (b)(6); to a meeting. You have not yet responded.

Required (b)(6); (b)(7)(C) /NJE/NorthAmerica/MCKINSEY (b)(6); (b)(7)(C)
: (b)(6); (b)(7)(C)

Description



+=====+
=====+

This email is confidential and may be privileged. If you have received it
in error, please notify us immediately and then delete it. Please do not
copy it, disclose its contents or use it for any purpose.

+=====+
=====+

From: (b)(6); (b)(7)(C)
Sent: 20 Jul 2017 13:05:03 -0400
To: (b)(6); (b)(7)(C)
Subject: FW: Krome staffing plan submission
Attachments: Krome Pricing July 2017_Optimal_Submission 7-12-17 V2.xlsx

+=====

====+
This email is confidential and may be privileged. If you have received it
in error, please notify us immediately and then delete it. Please do not
copy it, disclose its contents or use it for any purpose.

+=====

Summary of Savings - Optimal Model

Over and Above Tiered Bed Day Rate (CLIN 3) - Average 100 beds over minimum

Proposed 100 @ (b)(4)

Current 100 @ (b)(4)

(b)(4)

Annual Savings from Tiered CLIN 3

Tiered KTU + Efficiency

Removed Supervisor

Daily Rate for Tier 1

(Note - the KTU population has not exceeded (b)(4) in the last 24 months)

Annual Savings for Tiered KTU

CLIN 7A On Demand Stationary Guards

112,560 @ (b)(4)

112,560 @ (b)(4)

(b)(4)

Current On Demand

Proposed Fixed Schedule

Annual Savings for Fixed Schedule Stationary

Fixed Hospital Schedule + General Fixed Schedules, e.g. Construction = (b)(4) annual hours

Removed Fixed Posts at Larkin

Annual Average Hours

CLIN 12 Fixed Price

CLIN 7 On Demand

(b)(4)

Annual Savings

Summary Annual Total

OPTIMAL STAFFING

Contractors shall fill in the highlighted portions with their proposed unit price.

Proposed unit price shall match the unit price submitted on the Standard Form 1447.

Contractors shall submit this attachment in Excel form as a part of the soft copy submission.

DO NOT CHANGE THE FORMAT TO INCLUDE THE CLINS, QTY, UNIT, UNIT PRICE OR FORMULAS.

OPTION YEAR 3		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 3002: Detention 450 Minimum		(b)(4)	BDR	(b)(4)	
CLIN 3002a: KTU T-1 (1-12)			DA		
CLIN 3002b: KTU T-2 (13-30)			DA		
CLIN 3003: Detention Over 450			BDR		
CLIN 3003a: Detention Over 550			BDR		
CLIN 3005A: Transportation Labor			HR		
CLIN 3005B: Transportation Labor OT			HR		
CLIN 3007: Stationary Guards			HR		
CLIN 3007A: Stationary Guards OT			HR		
CLIN 3011: Miami International Airport			MO		
CLIN 3015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 3					
OPTION YEAR 4		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 4002: Detention 450 Minimum		(b)(4)	BDR	(b)(4)	
CLIN 4002a: Medical Support T-1 (1-12)			DA		
CLIN 4002b: Medical Support T-2 (13-30)			DA		
CLIN 4003: Detention Over 450			BDR		
CLIN 4003a: Detention Over 550			BDR		
CLIN 4005A: Transportation Labor			HR		
CLIN 4005B: Transportation Labor OT			HR		
CLIN 4007: Stationary Guards			HR		
CLIN 4007A: Stationary Guards OT			HR		
CLIN 4011: Miami International Airport			MO		
CLIN 4015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 4					
OPTION YEAR 5 (Leap Year)		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 5002: Detention 450 Minimum		(b)(4)	BDR	(b)(4)	
CLIN 5002a: Medical Support T-1 (1-12)			DA		
CLIN 5002b: Medical Support T-2 (13-30)			DA		
CLIN 5003: Detention Over 450			BDR		
CLIN 5003a: Detention Over 550			BDR		
CLIN 5005A: Transportation Labor			HR		
CLIN 5005B: Transportation Labor OT			HR		
CLIN 5007: Stationary Guards			HR		
CLIN 5007A: Stationary Guards OT			HR		
CLIN 5011: Miami International Airport			MO		
CLIN 5015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 5					
OPTION YEAR 6		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 6002: Detention 450 Minimum		(b)(4)	BDR	(b)(4)	
CLIN 6002a: Medical Support T-1 (1-12)			DA		
CLIN 6002b: Medical Support T-2 (13-30)			DA		
CLIN 6003: Detention Over 450			BDR		
CLIN 6003a: Detention Over 550			BDR		
CLIN 6005A: Transportation Labor			HR		
CLIN 6005B: Transportation Labor OT			HR		
CLIN 6007: Stationary Guards			HR		
CLIN 6007A: Stationary Guards OT			HR		
CLIN 6011: Miami International Airport			MO		
CLIN 6015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 6					
OPTION YEAR 7		QTY	UNIT	UNIT PRICE	AMOUNT

CLIN 7002: Detention 450 Minimum	(b)(4)	BDR	(b)(4)
CLIN 7002a: Medical Support T-1 (1-12)		DA	
CLIN 7002b: Medical Support T-2 (13-30)		DA	
CLIN 7003: Detention Over 450		BDR	
CLIN 7003a: Detention Over 550		BDR	
CLIN 7005A: Transportation Labor		HR	
CLIN 7005B: Transportation Labor OT		HR	
CLIN 7007: Stationary Guards		HR	
CLIN 7007A: Stationary Guards OT		HR	
CLIN 7011: Miami International Airport		MO	
CLIN 7015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 7			
OPTION YEAR 8	QTY	UNIT	UNIT PRICE AMOUNT
CLIN 8002: Detention 450 Minimum	(b)(4)	BDR	(b)(4)
CLIN 8002a: Medical Support T-1 (1-12)		DA	
CLIN 8002b: Medical Support T-2 (13-30)		DA	
CLIN 8003: Detention Over 450		BDR	
CLIN 8003a: Detention Over 550		BDR	
CLIN 8005A: Transportation Labor		HR	
CLIN 8005B: Transportation Labor OT		HR	
CLIN 8007: Stationary Guards		HR	
CLIN 8007A: Stationary Guards OT		HR	
CLIN 8011: Miami International Airport		MO	
CLIN 8015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 8			
OPTION YEAR 9 (Leap Year)	QTY	UNIT	UNIT PRICE AMOUNT
CLIN 9002: Detention 450 Minimum	(b)(4)	BDR	(b)(4)
CLIN 9002a: Medical Support T-1 (1-12)		DA	
CLIN 9002b: Medical Support T-2 (13-30)		DA	
CLIN 9003: Detention Over 450		BDR	
CLIN 9003a: Detention Over 550		BDR	
CLIN 9005A: Transportation Labor		HR	
CLIN 9005B: Transportation Labor OT		HR	
CLIN 9007: Stationary Guards		HR	
CLIN 9007A: Stationary Guards OT		HR	
CLIN 9011: Miami International Airport		MO	
CLIN 9015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 9			
TOTAL			

From: (b)(6); (b)(7)(C)
Sent: 19 Apr 2018 17:43:44 +0000
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey Contract Extension (DHS)
Attachments: 05.03_HSCECR-17-F-00003_P00020 Signed.pdf

(b)(6); (b)(7)(C) McKinsey signed the mod so it is ready for your signature. Thanks,

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team (b)(6); (b)(7)(C) Change Management Services (HSCECR-17-F-00003 Logical Follow-on TO)\HSCECR-17-F-00003_P00020

From: (b)(6); (b)(7)(C)
Sent: Thursday, April 19, 2018 11:35 AM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Contract Extension (DHS)

Good morning (b)(6); (b)(7)(C)

Please find attached, a copy of Modification P00020 signed by McKinsey. Please provide a fully executed version, for our records, at your earliest convenience.

Kind regards,

(b)(6); (b)(7)(C)
McKinsey & Company, Inc.
1200 19th Street, NW Suite 1100
Washington, DC 20036
office (b)(6); (b)(7)(C)
voip: (b)(6); (b)(7)(C)
mobil (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Tuesday, April 17, 2018 6:40 PM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Contract Extension (DHS)

(b)(6); (b)(7)(C)

Thank you for the update. I will get back to you shortly.

Regards,

(b)(6); (b)(7)(C)
McKinsey & Company, Inc.
1200 19th Street, NW Suite 1100
Washington, DC 20036
office: (b)(6); (b)(7)(C)

voip: (b)(6); (b)(7)(C)
mobil (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Tuesday, April 17, 2018 6:21 PM

To: (b)(6); (b)(7)(C)

Subject: [EXT]RE: McKinsey Contract Extension (DHS)

(b)(6); (b)(7)(C) the mod has been approved on my end with no changes from the version I sent you earlier. Once you approve the mod please send it back to me to be finalized.

Thanks,

From: (b)(6); (b)(7)(C)

Sent: Tuesday, April 17, 2018 2:43 PM

To: (b)(6); (b)(7)(C)

Subject: RE: McKinsey Contract Extension (DHS)

Hi (b)(6); (b)(7)(C)

I will hold off until you confirm that you have all the approval on your side.

Kind regards,

(b)(6); (b)(7)(C)

McKinsey & Company, Inc.
1200 19th Street, NW Suite 1100
Washington, DC 20036

office: (b)(6); (b)(7)(C)

voip: 4

mobil (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Tuesday, April 17, 2018 2:41 PM

To: (b)(6); (b)(7)(C)

Cc:

Subject: [EXT]RE: McKinsey Contract Extension (DHS)

Thanks (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) please hold off on getting this signed. I have one more approval to get before we can move forward with this. Thanks,

From: (b)(6); (b)(7)(C)

Sent: Tuesday, April 17, 2018 1:44 PM

To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Extension (DHS)

Hello (b)(6); (b)(7)(C)

As we transition our team, (b)(6); (b)(7)(C) (copied) is the one that will be taking over this account, and so he should be reaching out to you today.

I have included the attachment for (b)(6); (b)(7)(C). Thank you for your patience and understanding.

(b)(6); (b)(7)(C)
Contracts Manager
McKinsey & Company, Inc. Washington D.C.
1200 19th Street, NW Suite 1100
Washington, DC 20036
office: (b)(6); (b)(7)(C)
voip: 4 [REDACTED]
mobile: [REDACTED]
(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Tuesday, April 17, 2018 12:46 PM
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey Contract Extension

From: (b)(6); (b)(7)(C)
Sent: Tuesday, April 17, 2018 12:45:01 PM (UTC-05:00) Eastern Time (US & Canada)
To: (b)(6); (b)(7)(C)
Subject: [EXT]RE: McKinsey Contract Extension

(b)(6); (b)(7)(C) sorry but could you hold off on that? I forgot one last approval before this mod is ready to go. Once I get that approval I'll send the mod to (b)(6); (b)(7)(C) to be processed.

Its been good working with you as well (b)(6); (b)(7)(C). Best wishes!

From: (b)(6); (b)(7)(C)
Sent: Tuesday, April 17, 2018 12:42 PM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Contract Extension

Thanks, (b)(6); (b)(7)(C)

I will get this signed and back out. As an FYI, today is actually my last day with McKinsey. Going forward, please email (b)(6); (b)(7)(C) (copied) directly.

It's been a pleasure working with you!

From: (b)(6); (b)(7)(C)
Sent: Tuesday, April 17, 2018 12:37 PM
To: (b)(6); (b)(7)(C)
Subject: [EXT]RE: McKinsey Contract Extension

Good morning (b)(6); Attached is the modification to update the period of performance for the remaining CLINs. We'd like to do this mod bilaterally so if you could please review the mod and have someone on your team sign and return to me, I'd appreciate it. Let me know if you have any questions, Thanks!

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 9:29 AM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Contract Extension

Hi (b)(6);

We're good with this – thanks!

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 9:09 AM
To: (b)(6); (b)(7)(C)
Subject: [EXT]FW: McKinsey Contract Extension

Good morning (b)(6);
We received the note below from our program office. Would you mind just confirming that McKinsey is ok with this no-cost extension to CLIN 3004? We'll also slide the POP of CLINs 3005 and 3006 out by two weeks to keep the same length of time. Thanks,

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 7:54 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey Contract Extension

(b)(6);

Thanks for the info. We'll make the modification and let you know if there is any other information we need.

(b)(6);
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);

Email: (b)(6); (b)(7)(C)

From: (b)(6);

Sent: Tuesday, April 03, 2018 6:55 PM

To: (b)(6); (b)(7)(C)

Cc:

Subject: McKinsey Contract Extension

Hi (b)(6);
(b)(7)(C)

We've been going through some warm up meetings with McKinsey and are now both ready to get started in earnest. In order to make the most of our time, we've both agreed to a no cost modification to the OPO to extend by two weeks from June 10 to June 24.

Please let me know if you need any additional info from our end to make this adjustment.

Thanks,

(b)(6);
(b)(7)(C)

Chief of Staff

Office of Human Capital

U.S. Immigration and Customs Enforcement

(b)(6); (b)(7)(C) 202-732-(b)(6); (d) | 202-465-(b)(6); (m)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES										
					1 3										
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
P00020		See Block 16C		192118EROLESA0031											
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE									
		ICE/DCR				ICE/DCR									
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.											
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412															
				9B. DATED (SEE ITEM 11)											
CODE 8252293180000 FACILITY CODE				X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003											
				10B. DATED (SEE ITEM 13) 12/26/2016											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$559,443.67									
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) FAR 52.217-9</td> </tr> </table>								CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) FAR 52.217-9
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9														
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
DUNS Number: 825229318															
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)															
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)															
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)															
The purpose of this modification is to provide incremental funds to CLIN 1006 in the amount of \$559,443.67. Total funds for this order are as follows:															
From: \$21,674,692.75 By: \$ 559,443.67 To: \$22,207,136.42 Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
(b)(6); (b)(7)(C) Partner				(b)(6); (b)(7)(C)											
15B. CONTRACTOR/OFFEROR		(b)(6); (b)(7)(C)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA									
				04/19/2018											
(Signature of person authorized to sign)				(Signature of Contracting Officer)											

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00020	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification also updates the POP for CLINs 3004, 3005, and 3006. The current CLIN, CLIN 3004, is being extended by two weeks at no cost to the Government. The POP for CLINs 3005 and 3006 will shift by two weeks but will not be extended beyond their original duration of 20 weeks. The POP for these CLINs is now as follows:</p> <p>CLIN 3004: 3/19/2018 - 6/24/2018 CLIN 3005: 6/25/2018 - 11/12/2018 CLIN 3006: 6/25/2018 - 11/12/2018</p> <p>All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p>				
1006	<p>Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution</p> <p>Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: \$0.00 Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				559,443.67
3004	<p>Talent Management Strategy Step 3b: Continue implementing immediate Continued ...</p>				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00020	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>improvements to streamline the hiring process</p> <p>Period of Performance: 3/19/2018 - 6/24/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: \$0.00</p>				
3005	<p>Change Item 3005 to read as follows (amount shown is the obligated amount):</p> <p>Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion)</p> <p>Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: \$0.00</p>				0.00
3006	<p>Change Item 3006 to read as follows (amount shown is the obligated amount):</p> <p>Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion)</p> <p>Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: \$0.00</p>				0.00

From: (b)(6); (b)(7)(C)
Sent: 4 Apr 2018 10:03:56 -0400
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey Contract Extension

(b)(6) this mod is ready to go. Let me know if I can change any of the wording

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team(b)(6)\Change Management Services (HSCECR-17-F-00003 Logical Follow-on TO)\HSCECR-17-F-00003_P00020

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 9:29 AM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Contract Extension

Hi (b)(6);

We're good with this – thanks!

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 9:09 AM
To: (b)(6); (b)(7)(C)
Subject: [EXT]FW: McKinsey Contract Extension

Good morning (b)(6);

We received the note below from our program office. Would you mind just confirming that McKinsey is ok with this no-cost extension to CLIN 3004? We'll also slide the POP of CLINs 3005 and 3006 out by two weeks to keep the same length of time. Thanks,

From: (b)(6); (b)(7)(C)
Sent: Wednesday, April 4, 2018 7:54 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey Contract Extension

(b)(6);
(b)(7)(C)

Thanks for the info. We'll make the modification and let you know if there is any other information we need.

(b)(6);
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Tuesday, April 03, 2018 6:55 PM

To: (b)(6); (b)(7)(C)

Cc:

Subject: McKinsey Contract Extension

Hi (b)(6)

We've been going through some warm up meetings with McKinsey and are now both ready to get started in earnest. In order to make the most of our time, we've both agreed to a no cost modification to the OPO to extend by two weeks from June 10 to June 24.

Please let me know if you need any additional info from our end to make this adjustment.

Thanks,

(b)(6);
(b)(7)(C)

Chief of Staff

Office of Human Capital

U.S. Immigration and Customs Enforcement

(b)(6); (b)(7)(C) | 202-732-(b)(6); (d) | 202-465-(b)(6); (m)

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in error, please notify us immediately and then delete it. Please do not
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+=====+

From: (b)(6); (b)(7)(C)
Sent: 14 Mar 2018 15:25:01 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: McKinsey Contract Vehicle - Talent Management Strategy
Attachments: 05.03_HSCECR-17-F-00003_P00019.pdf

(b)(6);
(b)(7)(C) here is the mod to exercise CLIN 3004. We processed this unilaterally.

Thanks,

From: (b)(6); (b)(7)(C)
Sent: Wednesday, March 14, 2018 3:24 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Good afternoon,

The modification to exercise CLIN 3004 has been exercised and the funds have been obligated. Let me know if you have any questions.

Thanks!

From: (b)(6);
Sent: Wednesday, March 14, 2018 12:40 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Hi (b)(6)

We have a meeting with McKinsey, M&A, and Mr. Blank's Deputy CoS at 2:00 where I anticipate this issue may come up. Has there been any update since the below?

Thanks,

(b)(6);

From: (b)(6); (b)(7)(C)
Sent: Tuesday, March 13, 2018 1:49 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Yes, will do. Thanks.

(b)(6);
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);

Email: (b)(6); (b)(7)(C)

From: (b)(6);
Sent: Tuesday, March 13, 2018 1:43 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

10-4. Would you mind keeping me updated on how things progress? I imagine we'll start getting questions from M&A, so just want to be able to share the latest.

From: (b)(6); (b)(7)(C)
Sent: Tuesday, March 13, 2018 1:33 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

(b)(6);
(b)(7)(C)

There is some hold up with BWS in getting the funding to us. We are working on getting it cleared. The modification and extension itself should be quick.

(b)(6); (b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Tuesday, March 13, 2018 1:31 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Hey guys,

Just got a note from McKinsey that they've not heard anything about a formal start date, so wanted to pick up the trail on the below and see where we stand.

Thanks,

(b)(6);

From: (b)(6); (b)(7)(C)
Sent: Friday, March 09, 2018 12:07 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

I'll give BWS a call and work it out. What we're doing doesn't really jive with their 'system' so I think they just need some basic info from us.

From: (b)(6); (b)(7)(C)
Sent: Friday, March 9, 2018 12:05 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Got it. Not sure what is needed from us since we haven't been managing the contract to date, but let me know what is required from OHC and we'll pull it together.

From: (b)(6); (b)(7)(C)
Sent: Friday, March 09, 2018 11:51 AM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

(b)(6); (b)(7)(C) with BWS has requested an updated IGCE or latest quote in order to complete an Appeal Memo. Thanks, (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)
Management Program Analyst
Department of Homeland Security
U. S. Immigration and Customs Enforcement
Enforcement and Removal Operations (ERO)
Law Enforcement Systems and Analysis (LESA)
500 12th Street SW/Washington, DC 20536
Desk 202-732-7677 / Cell 202-607-7677
(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Monday, February 5, 2018 12:02 PM
To: (b)(6); (b)(7)(C)
Cc: [REDACTED]
Subject: RE: McKinsey Contract Vehicle - Talent Management Strategy

Hi (b)(6); (b)(7)(C)

Because the McKinsey task order is still operating for the ERO portion, I think we can revive the TMS items as well. But we will need to communicate with McKinsey first. We'll need to reset the dates for the TMS items and McKinsey is entitled to propose updated pricing. How much of TMS were you all interested in "reactivating"? Below is a general description of the optional contract line items that were left undone:

CLIN 3004 TMS Step 3b: Continue implementing immediate improvements to streamline the hiring process, 9/2/17 – 11/24/17, (b)(4)

CLIN 3005 TMS Step 4: Sustain and continually improve hiring operations (Team A Portion),
11/25/17 – 4/20/18, (b)(4)

CLIN 3006 TMS Step 4: Sustain and continually improve hiring operations (Team E Portion),
11/25/17 – 4/20/18, (b)(4)

If I know McKinsey, these prices are now outdated and there will presumably be some additional costs associated with them having to ramp up again after stopping this work several months ago. But the pricing here should give you a low-ballpark figure for the funding that will be required.

Let me know if you need any additional information. Thanks.

(b)(6);

Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6) | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6);

Sent: Monday, February 05, 2018 11:45 AM

To: (b)(6); (b)(7)(C)

Subject: McKinsey Contract Vehicle - Talent Management Strategy

Hi (b)(6)

OHC/M&A is interested in reactivating the Talent Management Strategy task associated with the McKinsey contract vehicle. (b)(6); (b)(7)(C) suggested I reach out to you to determine the best way to do that and what kind of funding would be required.

Thanks,

(b)(6);
(b)(7)(C)

Chief of Staff
Office of Human Capital
U.S. Immigration and Customs Enforcement
(b)(6); (b)(7)(C) | 202-732-(b)(6);(d) | 202-465-(b)(6) (m)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00019		See Block 16C		192118OHC06090051			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		ICE/DCR				ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412							
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003			
CODE 8252293180000		FACILITY CODE		10B. DATED (SEE ITEM 13) 12/26/2016			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$1,679,656.65	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 825229318							
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)							
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
The purpose of this modification is to:							
1) Exercise and fully fund optional CLIN 3004 at \$1,679,656.65. The new period of performance (POP) for CLIN 3004 is 3/19/2018 - 6/10/2018.							
2) Modify the POP for unexercised optional CLINs 3005 and 3006. The POP for both CLINs is Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				(b)(6); (b)(7)(C)		3/14/2018	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00019

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 6/11/2018 - 10/28/2018</p> <p>Amount: (b)(4) (Option Line Item)</p> <p>11/24/2017</p> <p>Product/Service Code: R799</p> <p>Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info:</p> <p>Funded: \$0.00</p>				

From: (b)(6); (b)(7)(C)
Sent: 29 Jun 2018 14:04:16 +0000
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey Hiring Extension

(b)(6); (b)(7)(C)

Just keeping you all in the loop (see below). Keeping the McKinsey dream alive.

(b)(6);
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Friday, June 29, 2018 9:53 AM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey Hiring Extension

(b)(6);
(b)(7)(C)

OHC's CLIN on the McKinsey expired on July 24. Any process you all are undertaking should have been undertaken weeks ago. However, ERO's CLIN expires on July 30, tomorrow. I can ask McKinsey for a no-cost extension to July 6, not July 8 which is a Sunday. I also ask as a courtesy that you all do not wait until the end of the day on July 6 to get us your decision or the funding that will be required for any extension.

(b)(6); (b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

From: (b)(6);
Sent: Friday, June 29, 2018 9:05 AM
To: (b)(6); (b)(7)(C)
Subject: McKinsey Hiring Extension

Hi (b)(6); (b)(7)(C)

OHC is in the process of determining whether to continue our partnership with McKinsey into another phase; however, we need a little more time to make a final decision. Would it be possible to get a no-cost extension until July 8 in order to have time to make a decision and not have the vehicle lapse?

Thanks for the help,

(b)(6);
(b)(7)(C)

(b)(6);

Chief of Staff

Office of Human Capital

U.S. Immigration and Customs Enforcement

(b)(6); (b)(7)(C) (2020 732-(b)(6); (d) | (202) 465-(b)(6); (m)

From: (b)(6); (b)(7)(C)
Sent: 16 Oct 2017 12:12:13 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: McKinsey LSJ
Attachments: 02.03_Limited Sources Justification TT3 Extension.docx

(b)(6);

Here is the LSJ for the McKinsey mod. Because of the dollar value, it has to be reviewed by you, (b)(6) (as acting DCR), OPLA, External Posting, and finally signed and approved by the ICE Comp Advocate (we're going to go in that order). We're hoping to get this to OPLA sometime tomorrow morning.

Let me know if I can make any edits or if you have any questions. Thanks,

From: (b)(6); (b)(7)(C)
Sent: Sunday, October 15, 2017 7:47 PM
To: (b)(6); (b)(7)(C)
Subject: McKinsey LSJ

(b)(6);

Here are my changes. I have not reviewed either the white paper or McKinsey's quote in detail. Please review those again and consider whether anything needs to be added to the LSJ. As you will see, my approach in this version of the document is to write more persuasively and to our advantage and not include a lot of unnecessary details. I'm leaving you with all of the details and accuracy of the content so please own the document. No need to return it to me for review at this point. Please go ahead and run the document through the full review process with a routing sheet including (b)(6); one level above the CO), external posting, OPLA, and ICE Competition advocate. Please don't submit to (b)(6); with the document in track changes, just incorporate everything. As people come back with comments or suggested revisions, I'd like you to make those directly. You can save external posting for last. Please aim to get it to OPLA no later than Tuesday morning.

Let me know if you have any questions. Thanks!

(b)(6);
Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); | Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)



**Limited Sources Justification
ERO Transformation 2.0
FAR 8.405-6(a)(1)(i)(B)**

1. Identification of the agency and the contracting activity:

U.S. Immigration and Customs Enforcement (ICE), Office of Acquisition Management (OAQ)

2. Nature and/or description of the action being approved:

a. Acquisition Purpose and Objectives

On December 28, 2016, ICE/OAQ awarded task order HSCECR-17-F-00003 against GSA contract GS-10F-0118S held by McKinsey & Company, Inc. Washington D.C. (McKinsey). This task order included a primary area of focus entitled, "Transformation Task 3," which supported implementation of transformation efforts within ICE's Enforcement and Removal Operations (ERO). The task order currently expires on October 27, 2017, although there is an option on the task order to extend the OAQ-focused line item on the task order until February 23, 2018. Because of the beneficial results experienced by ERO as a result of McKinsey's Task 3.0 services, ICE/ERO is seeking to extend McKinsey's work on Transformation Task 3 for 25 weeks.

b. Project Background

The general purpose of this task order and McKinsey's services for ICE has been to procure expert, innovative consulting services to assist in developing ICE ERO's modernized vision and strategy; communicating this vision and strategy to the workforce and the organization's partners; creating an implementation strategy and tracking and measuring progress; and aligning the organization's culture, personnel and systems to best support the execution of the vision. The transformation includes change management practices that coordinate and leverage existing related initiatives; training and strategic communications planning and implementation; and stakeholder engagement.

The objective of Transformation Task 3 under the logical follow-on task order HSCECR-17-F-00003 was to turn earlier recommendations from McKinsey into practical tools to transform how ERO operates on a daily basis, making it more efficient and effective. This support includes testing and refining recommendations at various locations throughout ICE and evaluating the effectiveness of change. Deliverables will eventually include finalized materials and hands-on coaching of ERO and ICE leadership to fully support and implement the transformation based on lessons learned and new models developed. The government's extension of Transformation Task 3 will extend the Period of Performance to April 15, 2018.

The current total value of HSCECR-17-F-00003, with all available options, is \$19,536,498.26. Of that amount, Task 3 comprised (b)(4) The total price for the additional services will be (b)(4)

3. A description of the services required to meet the Agency's needs (including the estimated value):

a. Project Title: Enforcement and Removal Operations Task 3, Step 3-4

b. Project Description:

The purpose of the intended extension is procure additional support services for implementing critical and time-sensitive projects begun by ICE as a result of recommendations and deliverables under the task order. These services exceed the scope of services under the task order but are so closely tied to tasks already completed under the task order that re-competing for these services would be illogical and result in unacceptable delays to the government. Both OAQ and OHC are undertaking critical implementations of recommendations provided by McKinsey. However, the likelihood of success on these implementations, without McKinsey's on-going support, is very low and the risk of overall loss of value in the overall task order is high.

The intent of Transformation Task 3 is to solidify the capabilities developed by the core ERO 2.0 work. To date, the ERO 2.0 project has shown quantifiable benefits within test AORs (Detroit, St. Paul, and Los Angeles), including increased total removals and reductions in time to remove a detainee. One focus of this extension is to provide time for recommended work to expand to other AORs. A second focus of the extension is to ensure that the recommendations are implemented in a way that will allow the work and processes to be sustained well after the project has completed, leaving a permanent mark on ERO's detainment process.

c. Project Length and Estimated Value (if all options are exercised):

October 16, 2017 – April 15, 2018, (b)(4)

4. The authority and supporting rationale:

a. Acquisition Authority

This acquisition is conducted under the authority of the Multiple-Award Schedule Program and FAR 8.405-6(a)(1)(i)(B). Due to McKinsey's intimate knowledge of ICE and ERO and the extensive work it has already completed, McKinsey is the only source capable of providing the highly customized services at the level of quality required by the Agency.

b. Supporting Rationale

The planned extension of services are supporting by the following rationale:

- The additional work described above cannot be economically or efficiently undertaken by another source without significant disruption to ICE's ongoing efforts, duplication of costs to the government not expected to be recovered through competition, and unacceptable delays in implementation and adoption of the recommendations.
- Any new hypothetical contractor brought on to perform these services in the place of McKinsey would inevitably require start up time to study and understand the organization's structure and operations and this start up time would delay the benefits ICE anticipates receiving from the implementation support.
- It would be illogical and not in the best interest of the government to interrupt on-going efforts by replacing the service provider who has been performing the critical services according to its own proprietary methods, processes, and systems with another firm that will have its own methods, processes, and systems.
- McKinsey, as the current provider, is in the best position to support the implementation of the Agency's transformation efforts. Having already played such a critical role in assisting in the formation of ICE's strategies and having obtained so much Agency-specific knowledge and experience to the benefit of ICE, McKinsey is the only source capable of now implementing ICE's new strategies based on its recommendations at the level of quality required by the Agency.
- Even if this work were re-competed, it is highly unlikely another firm could successfully compete with McKinsey for this work which is merely a continuation of the work they have already been doing. Asking other vendors to invest the time and energy to compete for a requirement in such a disadvantageous position would be extremely unfair and merely an empty exercise.

5. Determination by contracting officer that the order represents the best value consistent with FAR 8.404(d):

The contracting officer has determined that the proposed task order represents the best value consistent with FAR 8.404(d). The proposed task order award represents the greatest overall benefit to the government, considering price and administrative costs, for the following reasons:

- 1) GSA has already determined that the fixed weekly rates for services under GSA schedule 871-1 contract GS-10F-0118S (the applicable schedule contract) to be fair and reasonable;

2) McKinsey's quoted rates have been discounted from its GSA rates and are also in accordance with rates on requirements previously awarded to McKinsey on a competitive basis;

3) Under FAR 8.405-4, (b)(4) if all options are exercised; and

4) This extension of services is expected to have the best result and the lowest overall cost to the Government considering the costs associated with conducting a competitive acquisition and the costs associated with another firm becoming thoroughly familiar with the body of work which has already been completed. These costs would include time and effort spent to learn about the organization and its challenges and to duplicate the knowledge already gained by the incumbent during performance of the current services. Prior to the issuance of the task order modification, the contracting officer will consider the level of effort and mix of labor proposed to perform the specific task being performed to allow a determination that the total price is fair and reasonable.

6. Description of the market research conducted among schedule holders and the results, or a statement of the reason market research was not conducted:

Market research was not conducted among schedule holders because the Government did not previously intend to make this extension of services. The need for extension of services only came to the government's attention recently and market research in the form of sources sought or requests for information would have brought undue attention to the government's work with McKinsey where such work is of a sensitive nature.

7. Any other facts supporting the justification:

None.

8. Statement of the actions, if any, the Agency may take to remove or overcome barriers that led to the restricted consideration before any subsequent acquisition for the supplies or services is made:

As the services being provided are non-severable and support completion of specific deliverables, no action is contemplated to remove or overcome the barriers that led to the restricted consideration. However, the government does not anticipate another subsequent acquisition for these services on a restricted consideration basis.

9. Program Office Certification

Requisitioner:

I certify that the facts and representations under my cognizance, which are included in this justification and which form a basis for this justification, are complete and accurate to the best of my knowledge and belief.

(b)(6); (b)(7)(C)

Date

Contracting Officer's Representative
ERO/FO/LESA

Contracting Officer:

I certify that this justification is accurate and complete to the best of my knowledge and belief.

(b)(6); (b)(7)(C)

Date

Contracting Officer
OAQ/DCR

Approval:

(b)(6); (b)(7)(C)

Date

Deputy Head of Contracting Activity
ICE Competition Advocate
Office of Acquisition Management

From: (b)(6); (b)(7)(C)
Sent: 16 Oct 2017 10:32:01 -0400
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey New Requirement
Attachments: 192118EROLESA0001 \$703,879.79.pdf

(b)(6); We put it on GS-10F-0118S/HSCECR-17-F-00003 as per the quote. Since it doesn't look like the TM work will ever be funded there is room????

Thank You

(b)(6);
Office 202-732-(b)(6);
Cell 202-487-(b)(6);

From: (b)(6); (b)(7)(C)
Sent: Monday, October 16, 2017 9:34 AM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey New Requirement

For your review and edits.

2.0 INVOICE SCHEDULE

McKinsey proposes the following invoice schedule for the services.

STEP 3	Invoice Period	Invoice Date	Invoice Amount
	October 16, 2017 – November 15, 2017	November 16, 2017	(b)(4)
	November 16, 2017 – December 15, 2017	December 16, 2017	
	December 16, 2017 – January 15, 2018	January 16, 2018	
STEP 4	Invoice Period	Invoice Date	Invoice Amount
	January 16, 2018 – February 15, 2018	February 16, 2018	(b)(4)
	February 16, 2018 – March 15, 2018	March 16, 2018	
	March 16, 2018 – April 15, 2018	April 16, 2018	

From: (b)(6); (b)(7)(C)
Sent: Monday, October 16, 2017 7:44 AM
To: (b)(6); (b)(7)(C)
Cc: (b)(6); (b)(7)(C)
Subject: RE: McKinsey

Thanks (b)(6);. I'll work on getting confirmation. It might not happen until tomorrow, but I will keep you posted.

(b)(6); (b)(7)(C)

Section Chief, Budget Execution Unit (BEU)
Operations Support Division (OSD)
Enforcement & Removal Operations (ERO)
U.S. Immigration & Customs Enforcement (ICE)
Phone: 202-732-(b)(6);

Check out the [OSD Fiscal Management Sharepoint Site](#)

From: (b)(6); (b)(7)(C)
Sent: Monday, October 16, 2017 7:43 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: McKinsey

(b)(6); (b)(7)(C) looks like we can send the first month invoice to start. (b)(6); (b)(7)(C); (b)(4) is doing the G514 to send over.

Thank You

(b)(6); (b)(7)(C)
Office 202-732-(b)(6);
Cell 202-487-(b)(6);

From: (b)(6); (b)(7)(C)
Sent: Friday, October 13, 2017 7:08 PM
To: (b)(6); (b)(7)(C)
Subject: FW: McKinsey

I know it's late and if you don't see until Monday that's fine. Have you heard of any funds for McKinsey? I can fund the first piece not the whole task order but until I get on computer not sure wjat that is.

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6); (b)(7)(C)
Date: Friday, Oct 13, 2017, 6:46 PM
To: (b)(6); (b)(7)(C)
Subject: RE: McKinsey

It'd be in the proposal. Whatever their first sub step is. Sorry not in front of my computer. I'll send it tomorrow morning.

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6); (b)(7)(C)

Date: Friday, Oct 13, 2017, 6:44 PM

To: (b)(6); (b)(7)(C)

Subject: RE: McKinsey

(b)(6) not sure what that's about. I'll check on the funding. Can you give me the minimal to get this moving?

Sent with BlackBerry Work
(www.blackberry.com)

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192118EROLESA0001

2. DATE
16-OCT-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
ICE/DETENTION COMPLIANCE & REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW (b)(6)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO-FHQ-LESA
(b)(6); (b)(7)(C)
202-732-(b)(7)
500 12TH ST SW MAIL STOP 5206
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12

3004	FIRM-FIXED PRICE FOR THE ADDITIONAL TRANSFORMATION TASK 3 SERVICES.	1	EA	(b)(4)		
------	---	---	----	--------	--	--

UNFUNDED
Subject to Availability of Funds

Justification:

ADDITIONAL FUNDING FOR GS-10F-0118S/HSCECR-17-F-00003, MCKINSEY CONTRACT. INCREMENTAL FUNDING TASK TALENT MANAGEMENT STEP 3 CONTINUE IMPLEMENTING. TASK ORDER POP 10/16/17-11/15/17. R799

Recommended Vendor:

562405213
MCKINSEY & COMPANY, INC. WASHI
1200 19TH ST NW
SUITE 1100
WASHINGTON, DC 20036-2412
Phone: (b)(6); (b)(7)(C)

13. SIGNATURE OF APPROVING OFFICIAL	Date	14. TITLE OF APPROVING OFFICIAL	15. TOTAL	703,879 79
24. SIGNATURE OF FUNDING OFFICIAL	Date	25. TITLE OF FUNDING OFFICIAL		

16. KEY TO ACTION CODE				PROCUREMENT SECTION (OR STOREROOM)	
S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED	17. DATE RECEIVED	19. PURCHASE ORDER
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY		DATE
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED	18. APPROVED	NUMBER
1	CANCELLED--STOCK EXHAUSTED				

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc.).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.).
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192118EROLESA0001

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	TFM	E1	(b)(7)(E)	GE-25-76-00	000000	\$703,879.79

UNFUNDED

Subject to Availability of Funds

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E1				703,879.79

From: (b)(6); (b)(7)(C)
Sent: 12 Jun 2017 23:11:19 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: Fw: McKinsey Talent Management deliverable
Attachments: 20170313_Talent Mgmt strategy deliverables.pdf

(b)(6);
(b)(7)(C) here was the second talent management deliverable submission.

(b)(6); (b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C) ----- Forwarded by (b)(6); DCG/NorthAmerica/MCKINSEY on 06/12/2017 11:07 PM -----

From: (b)(6); DCG/NorthAmerica/MCKINSEY
To: (b)(6); (b)(7)(C)
Cc: (b)(6); (b)(7)(C) STA/NorthAmerica/MCKINSEY@MCKINSEY; (b)(6);
(b)(6); DCG/NorthAmerica/MCKINSEY@MCKINSEY; (b)(6); DCG/NorthAmerica/MCKINSEY@MCKINSEY; (b)(6);
(b)(6); DCG/NorthAmerica/MCKINSEY@MCKINSEY
Date: 03/24/2017 06:56 AM
Subject: McKinsey Talent Management deliverable

(b)(6); hope you had a great week! I'm attaching our second batch of deliverables for the Talent Management effort. This document includes:

- + Talent management strategy with analysis and references
- + Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps
- + Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed

Please let me know if you have any questions.

Thanks, and have a great weekend!

(b)(6);
(b)(7)(C)

(See attached file: 20170313_Talent Mgmt strategy deliverables.pdf) -----

(b)(6); (b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not

copy it, disclose its contents or use it for any purpose.

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=====+



U.S. Immigration
and Customs
Enforcement

Talent Management

Contract Deliverable

March 13, 2017

Pre-Decisional – Proprietary and Confidential

Contents

Talent management strategy with analysis and references

Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps

Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed

We will make improvements across the full employee lifecycle

PRELIMINARY

(b)(5); (b)(4)



Initiatives to improve ICE Recruiting

PRELIMINARY

(b)(5); (b)(4)



A Talent needs assessment should be informed by baseline requirements and skill gaps for each division, role, and geography

PRELIMINARY

(b)(5); (b)(4)



A Ideal candidate profiles that outline desired skills, qualities, and experiences can ensure consistency in recruiting outreach

PRELIMINARY

CASE EXAMPLE: DO GS-7

(b)(5); (b)(4)



B Recruiting materials should be tailored to specific desired candidate pools and informed by the Employee Value Proposition

PRELIMINARY

(b)(5); (b)(4)



B ICE will use specific and tailored ERO, HSI and M&A/Support EVPs to attract and retain the best talent

(b)(5); (b)(4)



B Employee Value Proposition – ERO

PRELIMINARY

(b)(5); (b)(4)



B Employee Value Proposition – HSI

PRELIMINARY

(b)(5); (b)(4)



B Employee Value Proposition – M&A / Mission Support

PRELIMINARY

(b)(5); (b)(4)



C Recruiting efforts will need local field office involvement and support from HQ

ILLUSTRATIVE

(b)(5); (b)(4)

1 (b)(4)

Pre-Decisional – Proprietary and Confidential



U.S. Immigration
and Customs
Enforcement

| 12

C Case example: Detroit FOD identified organizations that have candidates with the desired profiles will deploy personnel to recruiting events

(b)(5); (b)(4)



Recruiting: Next steps

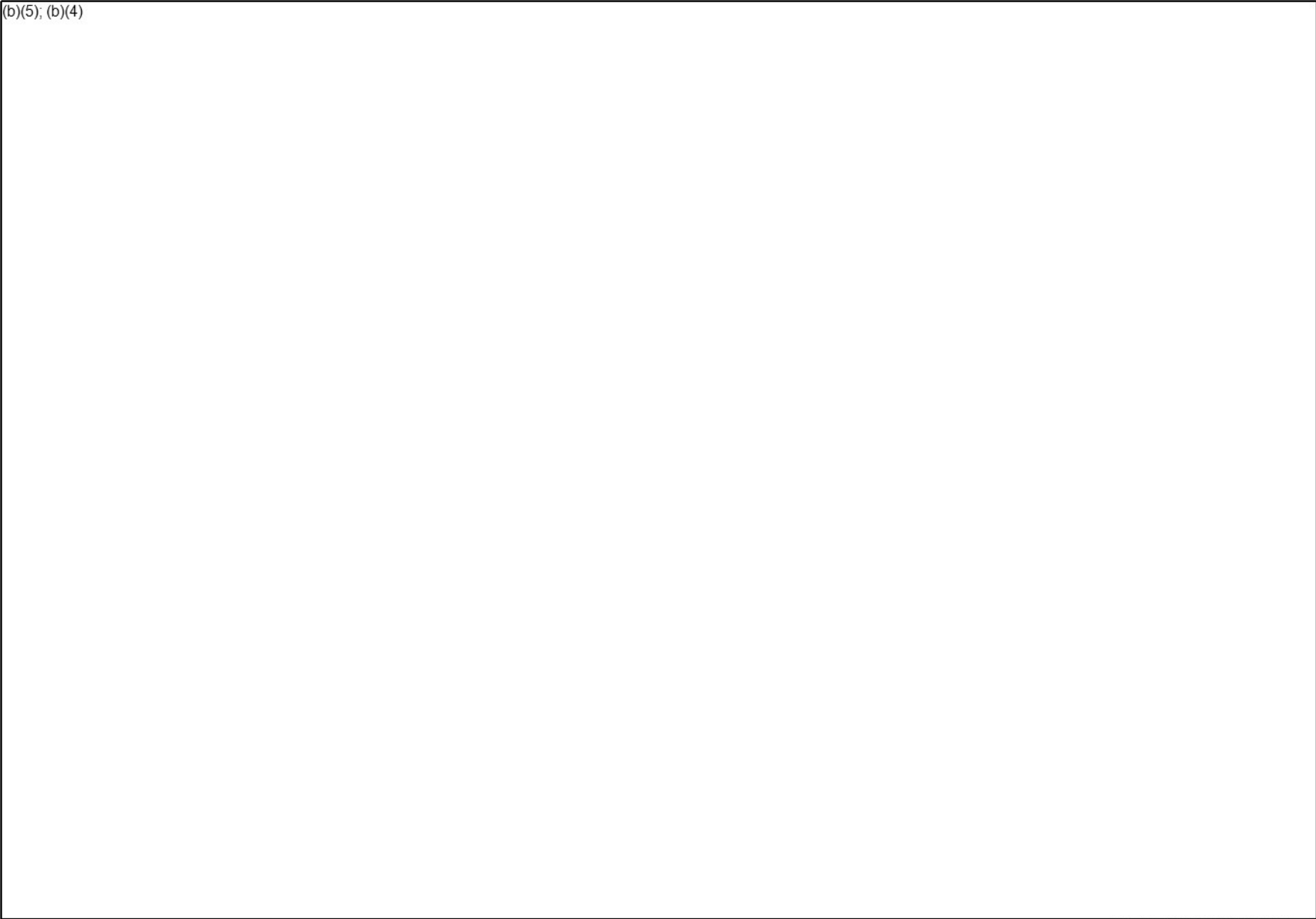
PRELIMINARY

(b)(5); (b)(4)



Initiatives to improve ICE Hiring and address the Executive Order

(b)(5); (b)(4)



A Introducing screening mechanisms at the beginning of the application process could accelerate hiring and free up staff time

(b)(5); (b)(4)

SOURCE: Client interviews

Pre-Decisional – Proprietary and Confidential



U.S. Immigration
and Customs
Enforcement

| 16

A We could segment hiring across three approaches

[] Details to follow

(b)(5), (b)(4)

A Super one-stop hiring can be used to handle the highest volume positions

(b)(5); (b)(4)

A

(b)(4)

will be built around the programs' needs

(b)(5); (b)(4)

A We are working to plan super one stop hiring

(b)(5); (b)(4)

A Batch hiring for positions outside super one stops could save a significant amount of staff hours

(b)(5); (b)(4)

A Authorities and partnerships update

(b)(5); (b)(4)



B In order to grow the workforce by ~1.8X, ICE will need to hire ~4.5X more employees than its previous annual high

PRELIMINARY

(b)(5); (b)(4)

B In the near term, OHC will need an additional ~65 positions in FY17 ^{PRELIMINARY}
(either full-time or temporary) to address the Executive Order

(b)(5); (b)(4)

- B** In the long term, OHC must increase full-time staff by ~190; during the surge, ~290-295 temporary hiring staff will be required to meet demand

(b)(5); (b)(4)

B OHC can fill temporary hiring staff from a variety of sources

PRELIMINARY

(b)(5), (b)(4)



B We could restructure the service centers to meet the needs of the programs, service centers and applicants

PRELIMINARY

(b)(5); (b)(4)



B There are three key decisions for a potential service center restructuring

(b)(5); (b)(4)

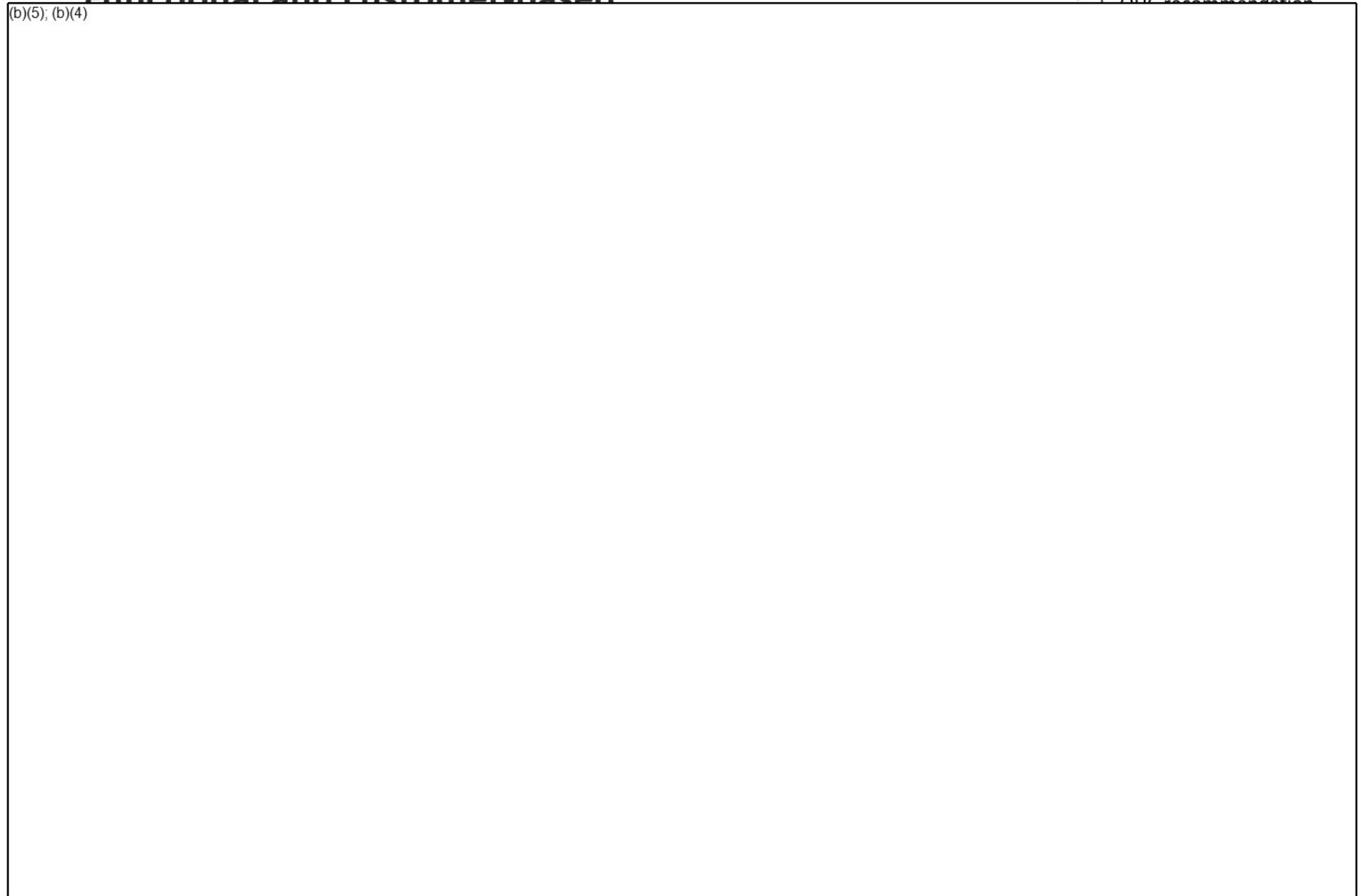
B There are two main restructure options to choose from:

PRELIMINARY

Functional and customer-based

571 OUC recommendation

(b)(5); (b)(4)



Pre-Decisional – Proprietary and Confidential

Pre-Decisional – Proprietary and Confidential

Enforcement

B Functional: 2 or 3 centers?

(b)(5); (b)(4)

B

Customer based: 2 or 3 centers?

PRELIMINARY

(b)(5); (b)(4)

B We also need to decide when we would implement any structural changes

571 OHC recommendation

(b)(5); (b)(4)



B Going forward, service center design will answer more granular questions

PRELIMINARY

(b)(5); (b)(4)



B Service Center Structure – Tentative timeline to implement

PRELIMINARY

(b)(5); (b)(4)



Hiring: Next steps

PRELIMINARY

(b)(5); (b)(4)



Potential initiatives to improve ICE Training and Leadership Development

PRELIMINARY

Details to follow

(b)(5); (b)(4)

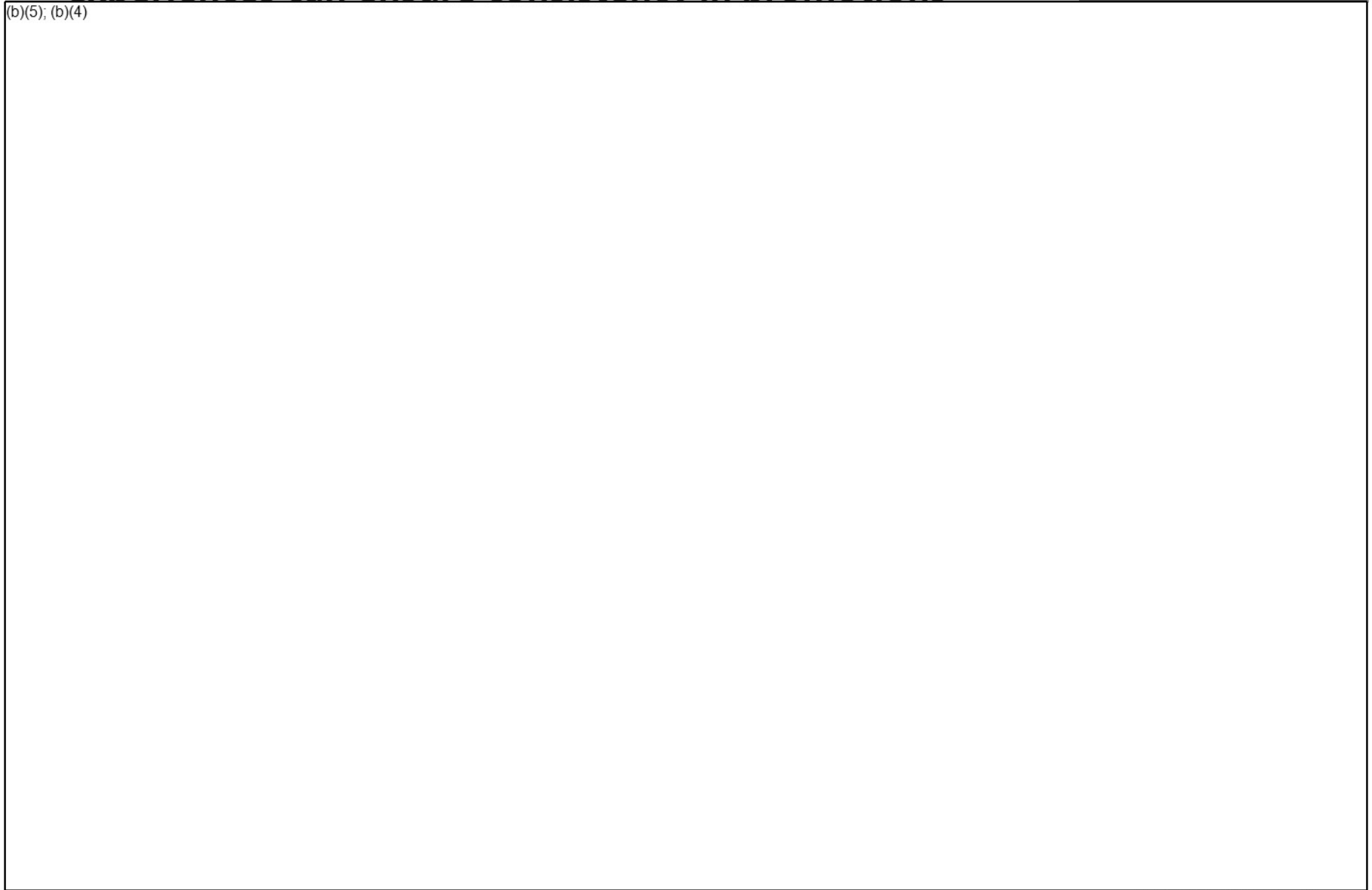


A Ideal candidate profiles that outline desired skills, qualities, and experiences can ensure consistency in promotions

PRELIMINARY

CASE EXAMPLE: SDDO GS-13

(b)(5); (b)(4)



A A promotion matrix linked to OPM SES ECQ competencies would outline a pathway to leadership roles

CASE EXAMPLE: SUPERVISOR LEVEL

(b)(5); (b)(4)

A The Leadership Development Model will define what good looks like at each level

(b)(5); (b)(4)



A The Leadership Development Model will inform each stage of the talent lifecycle

(b)(5); (b)(4)



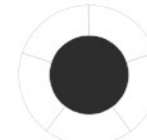
A ICE Leadership Development Model (1/7)

PRELIMINARY

(b)(5); (b)(4)



A ICE Leadership Development Model (2/7)



PRELIMINARY

(b)(5); (b)(4)



A ICE Leadership Development Model (3/7)



PRELIMINARY

(b)(5); (b)(4)



A ICE Leadership Development Model (4/7)



PRELIMINARY

(b)(5); (b)(4)



A ICE Leadership Development Model (5/7)



PRELIMINARY

(b)(5); (b)(4)



A ICE Leadership Development Model (6/7)



PRELIMINARY

(b)(4); (b)(5)



A ICE Leadership Development Model (7/7)



PRELIMINARY

(b)(5); (b)(4)



B Three scenarios to execute Executive Orders present unique Training challenges

PRELIMINARY

■ Basic ■ Leadership ■ Advanced

(b)(5), (b)(4)

B Expanded training curriculum could build leadership skills required at each career stage as part of an integrated learning journey PRELIMINARY

(b)(5); (b)(4)

C To maintain current spans of control, we need to promote current staff or bring in experienced hires

PRELIMINARY

(b)(5); (b)(4)

C Analyzing current disincentives to leadership positions can generate creative solutions to fill priority gaps in the pipeline

(b)(5); (b)(4)



Training & Leadership Development: Next steps

PRELIMINARY

(b)(5); (b)(4)



Objectives

PRELIMINARY

Talent management strategy with analysis and references

Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps

Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed



Working teams created recommendations

PRELIMINARY

(b)(5); (b)(4)

The steering committee agreed to recommendations

PRELIMINARY

(b)(6); (b)(7)(C); (b)(4); (b)(5)



From: (b)(6); (b)(7)(C)
Sent: 25 Oct 2017 16:11:00 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: McKinsey TCO Extension

(b)(6);
(b)(7)(C)

Can you please process a mod to extend the OAQ portion of the McKinsey task order to November 3rd?

Thanks,

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Wednesday, October 25, 2017 4:08 PM
To: (b)(6); (b)(7)(C)
Subject: McKinsey TCO Extension

Per our conversation, please have your team execute a no cost extension to the TCO task order for a week through 11/3.

Please let me know if they need any backup documentation.

Thanks,

(b)(6); (b)(7)(C) **CPPB, CFCM**
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6); (b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6); (b)(7)(C)
Sent: 2 Oct 2017 13:11:01 -0400

(b)(6); (b)(7)(C)

Subject: FW: McKinsey Topics

Good afternoon,

In response to (b)(6) email below, is anyone interested in presenting?

Thanks,

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Monday, October 2, 2017 1:07 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: McKinsey Topics

Good Afternoon,

I will be sending an email out to all of DCR in a few minutes. As most of you are aware, DCR has been working with McKinsey to reduce the cost at various facilities over the past few months. It seems that the McKinsey contract will not be renewed at the end of the month. However, given the amount of time and effort that has gone into these conversations, we would like to maximize the use of the McKinsey team to document lessons learned. The plan is to have two weekly sessions 30 mins each, tentatively targeted for Tuesday and Thursday in person for DC, and over the phone for Laguna to share this knowledge with all of DCR. Much of the conversation will center around cost analysis. The plan is to have a longer and more thorough discussion on the Jail Cost Statements at the end of October. As discussed with a few of you already, McKinsey will prepare the slides, much of the backup documents and in some cases exercises for the session. It will be up to you all to present the information with excitement. Additionally, these slides will allow us to reference the materials at a later date. You may be asked to do multiple sessions of the same topic if that topic becomes particularly important.

A few of the topics that we have suggested to McKinsey.

(b)(5)

If there is a particular topic that you are interesting in presenting or if you are an expert in a particular topic please let me know. Additionally, if you have any questions please let me know.

From: (b)(6); (b)(7)(C)
Sent: 20 Oct 2017 14:49:53 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: McKinsey
Attachments: 02.03_Limited Sources Justification TT3 Extension (OPLA CALD).docx

Al,

Can you please let us know when you have about 5 – 10 minutes to discuss the LSJ for the McKinsey extension?

Thanks,

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Friday, October 20, 2017 1:59 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: McKinsey

From: (b)(6); (b)(7)(C)
Sent: Friday, October 20, 2017 1:14 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: McKinsey

(b)(6); and I reviewed. See the attached comments (I just added mine to the (b)(6); bubbles). We have some issues regarding the justification for why the sole source and especially the non-severability, which would require all FY17 funds. Not sure what the timeline is on award.

(b)(6)

(b)(6); (b)(7)(C)
Chief, Commercial and Administrative Law Division
Office of the Principal Legal Advisor
Immigration and Customs Enforcement
Office: 202.732.(b)(6)
Cell: 202.904.(b)(6);

After you've done a thing the same way for 2 years, look it over carefully. After 5 years, look at it with suspicion. After 10 years, throw it away and start all over. – Alfred Edward Perlman

*** Warning *** Attorney/Client Privilege *** Attorney Work Product ***

This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore do not print, copy, retransmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the Principal Legal Advisor, U.S. Immigration and Customs Enforcement. This document is for INTERNAL GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 USC §§ 552(b)(5), (b)(7).

Page 143

Withheld pursuant to exemption

(b)(5) ; WIF Draft

of the Freedom of Information and Privacy Act

Page 144

Withheld pursuant to exemption

(b)(5) ; WIF Draft

of the Freedom of Information and Privacy Act

Page 145

Withheld pursuant to exemption

(b)(5) ; WIF Draft

of the Freedom of Information and Privacy Act

Page 146

Withheld pursuant to exemption

(b)(5) ; WIF Draft

of the Freedom of Information and Privacy Act

Page 147

Withheld pursuant to exemption

(b)(5) ; WIF Draft

of the Freedom of Information and Privacy Act

From: (b)(6); (b)(7)(C)
Sent: 14 Aug 2017 16:05:37 -0400
To: (b)(6); (b)(7)(C)
Cc: CPARS_ICE_Focal Point
Subject: FW: Modification terminating HSCECR-16-F-00001 and deobligating funds
Attachments: HSCECR-16-F-00001 P00001.pdf

(b)(6); The original Task Order with McKinsey is showing for a CPAR. Could you please ask (b)(6); to delete the requirement. Award was pulled back.

Thank You

(b)(6);
(b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Monday, November 23, 2015 11:46 AM
To: DFC, ICE-CONTRACTUAL-OBLIGATIONS
Cc: OAQ Obligations; (b)(6); (b)(7)(C)
Subject: Modification terminating HSCECR-16-F-00001 and deobligating funds

Hi All,

Please find attached our executed bi-lateral modification terminating HSCECR-16-F-00001 and deobligating funds. Thank you.

(b)(6);

Contracting Officer | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); Mobile: 202-380-(b)(6);
Email: (b)(6); (b)(7)(C)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11/19/2015		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6) WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6) (b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00001	
				10B. DATED (SEE ITEM 13) 10/21/2015	
CODE 8252293180000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$4,245,495.48
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(1)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(6); (b)(7)(C)

The purpose of the modification is to terminate this task order for the convenience of the Government and to deobligate all previously obligated funds in the amount of \$4,245,495.48.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Principal		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B. (b)(6); (b)(7)(C)		16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	
15C. DATE SIGNED 11/20/2015		16C. DATE SIGNED (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001/P00001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Terminate for Convenience (complete or partial)</p> <p>Total Amount for this Modification: (b)(4)</p> <p>New Total Amount for this Version: \$0.00</p> <p>New Total Amount for this Award: (b)(4)</p> <p>Obligated Amount for this Modification:</p> <p>-(b)(4)</p> <p>New Total Obligated Amount for this Award: \$0.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>Quantity changed from 12 to 0</p> <p>Total Amount changed</p> <p>from (b)(4) to \$0.00</p> <p>Obligated Amount for this modification:</p> <p>-(b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/ERO</p> <p>Amount changed from (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Quantity changed from 12 to 0</p> <p>Amount changed from (b)(4) to \$0.00</p> <p>Percent changed from 100 to 0</p> <p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>Total Amount changed</p> <p>from (b)(4) to \$0.00</p> <p>Obligated Amount for this modification:</p> <p>(b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Amount changed from (b)(4) to \$0.00</p> <p>Percent changed from 100 to 0</p> <p>CHANGES FOR LINE ITEM NUMBER: 3</p> <p>Total Amount changed</p> <p>from (b)(4) to \$0.00</p> <p>Obligated Amount for this modification:</p> <p>(b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001/P00001

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	000000 Amount changed from \$703,415.91 to \$0.00 Percent changed from 100 to 0 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW WASHINGTON DC 20536 Accounting Info: (b)(6); (b)(7)(C)				
0001	Base Year Services Change Item 0001 to read as follows (amount shown is the total amount): Base Year Travel Not to Exceed \$25,000.00 and to be approved by the COR (SOW 11.0) Change Item 0002 to read as follows (amount shown is the total amount): Base Year Surge Not to Exceed 20% of Line Item 0001 and to be approved by the COR		MO	(b)(4)	0.00
0002					0.00
0003					0.00

From: (b)(6); (b)(7)(C)
Sent: 27 Jun 2017 08:13:41 -0400
To: (b)(6); (b)(7)(C)
Subject: Greetings & catch-up

(b)(6);
(b)(7)(C)

I hope all is well and you are having a good week. How is everything progressing with the Krome negotiation? Do you have time today to jump on a quick call to discuss the progress?

Regards,

(b)(6); (b)(7)(C)

—
(b)(6); (b)(7)(C) Associate, Operations practice | McKinsey & Company | Stamford

Mobile: (b)(6); (b)(7)(C)

Office: +

VOIP (b)(6); (Internal only)

+=====
====+

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+=====
====+

From: (b)(6); (b)(7)(C)
Sent: 25 Apr 2017 11:26:03 -0400
To: (b)(6); (b)(7)(C)
Subject: guidance requested - implications of shutdown?

Hi (b)(6), I hope you are well. I am reaching out to see if you've received any guidance on what ICE personnel / programs would be exempt from the shutdown, and if there is any general guidance you are providing to contractors at this time.

Thank you!

Regards,

(b)(6);
(b)(7)(C)

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====+
=====+

From: (b)(6); (b)(7)(C)
Sent: 4 Apr 2019 16:46:37 +0000
To: (b)(6); (b)(7)(C)
Subject: HSCECR-17-F-00003 / (b)(7)(E)

(b)(6);

This is the mod to close out the ERO 2.0 task order with McKinsey and deobligate remaining funds. If you are good with the mod, I'll send it to McKinsey for signature.

S:\OAQ DCR CONTRACT FILES\DCR-DC\4-Southeast-Team-(b)(6)\Archives\FY2017\Change Management Services (HSCECR-17-F-00003 Logical Follow-on TO)\HSCECR-17-F-00003_P00023

(b)(6); (b)(7)(C)

Contract Specialist
Detention, Compliance, and Removal
Immigration and Customs Enforcement

From: (b)(6); (b)(7)(C)
Sent: 13 Jun 2017 02:09:28 -0400
To: (b)(6); (b)(7)(C)
Subject: Fw: TCO deliverables (1 of 3)
Attachments: Task 4 Step 2 DE Deliverables-Sanitized.pdf

(b)(6); as discussed, here's the first of our 3 final deliverables for the TCO Procurement Strategy. I will forward the other deliverables for your reference.

(b)(6); (b)(7)(C)
McKinsey & Company
1200 19th Street NW, Suite 1000
Washington, DC 20036
Mobile: (b)(6); (b)(7)(C) ----- Forwarded by (b)(6); DCG/NorthAmerica/MCKINSEY on 06/13/2017 02:06 AM -----

From: (b)(6); NYO/NorthAmerica/MCKINSEY
To: (b)(6); (b)(7)(C)
Cc: (b)(6); DCG/NorthAmerica/MCKINSEY@MCKINSEY
Date: 06/12/2017 11:57 PM
Subject: TCO deliverables (1 of 3)

Hi (b)(6); (b)(7)(C)

In the following emails are these three deliverables for TCO--

Task 4, Step 2, items D&E
Task 4, Step 3
Task 4, Step 4

Step 2 also asked for the "MVP TCO model" which is an excel file that is close to 100MB. I cannot email a file that large. We're happy to either set up a share folder on Box or to physically hand it off on a CD or data stick. Let me know what will work best for you.

Best,
(b)(6)

(See attached file: Task 4 Step 2 DE Deliverables-Sanitized.pdf)

(b)(6); (b)(7)(C)
McKinsey & Company | New York
Office: (b)(6); (b)(7)(C)
Mobile: (b)(6); (b)(7)(C)
Assistant: (b)(6); (b)(7)(C)

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U.S. Immigration
and Customs
Enforcement

Task 4, Step 2, Deliverable parts D and E

TCO Procurement

June 12, 2017

Contents

- **2d: MVP version of a TCO model, including the specific data sets required as inputs, the levers available to users, and the desired outputs (1 of 2, see attached excel)**
 - **Overall structure of the MVP TCO model**
 - Specific data sets used as inputs and sources of assumptions
 - Levers available to users
 - Desired outputs of the model
- 2e: Perspective on the total value at stake and how ICE can capture

The total model to fulfill the mission is impacted by detention inputs, strategic, and operational choices

(b)(5); (b)(4)

A To estimate detention bed demand, TCO model can incorporate main drivers of elements both within and out of ICE's control

(b)(5); (b)(4)

B In addition to bed demand drivers, a set of constraints add to the complexity of the overall detention placement strategy

(b)(5); (b)(4)

C As factors vary, ICE could face a variety of different operating scenarios for detention and removals in 2020

(b)(5); (b)(4)

D To model demand types and their lifecycle through the system, detainee archetypes can be built from combinations across five variations

(b)(5); (b)(4)

E A “total cost” model can use archetypes of detainees to estimate total removal costs and build options to inform procurement planning

(b)(5); (b)(4)

F TCO analysis can test various detention strategies based on facility type, placement, and dedication to certain competencies

(b)(5); (b)(4)

F The model can incorporate a set of operational decisions that impact capacity needs and total cost

PRELIMINARY

(b)(5); (b)(4)



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Assumptions and data driving the model – transport section

PRELIMINARY

(b)(5); (b)(4)



ALOS / timing assumptions for each step of process

PRELIMINARY

(b)(5); (b)(4)



Assumptions and data driving the model– strategy hubs and scenario choices

(b)(5); (b)(4)

Assumptions and data driving the model– routing choices

(b)(5); (b)(4)

Assumptions and data driving the model – facility rates

PRELIMINARY

(b)(5); (b)(4)



Assumptions and data driving the model – volume inputs

PRELIMINARY

(b)(5); (b)(4)



The TCO model can be built out beyond this 'MVP' version (1/2)

(b)(5); (b)(4)



The TCO model can be built out beyond this 'MVP' version (2/2)

(b)(5); (b)(4)



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Levers to adjust the model

(b)(5); (b)(4)



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How the TCO model generates outputs

PRELIMINARY

(b)(5); (b)(4)



How the TCO model generates outputs

PRELIMINARY

(b)(5); (b)(4)



The TCO model can estimate total cost and ALOS changes for each strategy modeled

(b)(5); (b)(4)

In addition to Total Cost of a scenario, the model can also determine the total cost of a single removal across different optimization scenarios

(b)(5); (b)(4)

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 - **Perspective on the total value at stake**
 - **Savings through improved acquisition and operational changes**
 - Additional TCO savings from detention operating model changes
 - How ICE can capture these savings

Summary of detention savings opportunities

(b)(5); (b)(4)



(b)(5); (b)(4)



1-3 ICE operates four facility types with unique cost structures

(b)(5); (b)(4)

1-3 ICE can save \$ (b)(4) M through improvements in facility bed-night rate

(b)(5); (b)(4)

1-3 We used two approaches to develop a range of what a bed-night should cost

PRELIMINARY

(b)(5); (b)(4)

1 For two major vendors, ICE is paying more than the average customer pays (b)(4)

HIGHLY PRELIMINARY

(b)(5); (b)(4)

2-3 Special facilities and IGSAs both have savings opportunities

VERY PRELIMINARY

(b)(5); (b)(4)

4 Operational decisions to fill low cost beds before expensive beds can create additional savings—and inform longer-term strategy

PRELIMINARY

(b)(5); (b)(4)



5 ICE appears to have spent \$ (b)(4) in 2016 for unused beds

(b)(5); (b)(4)

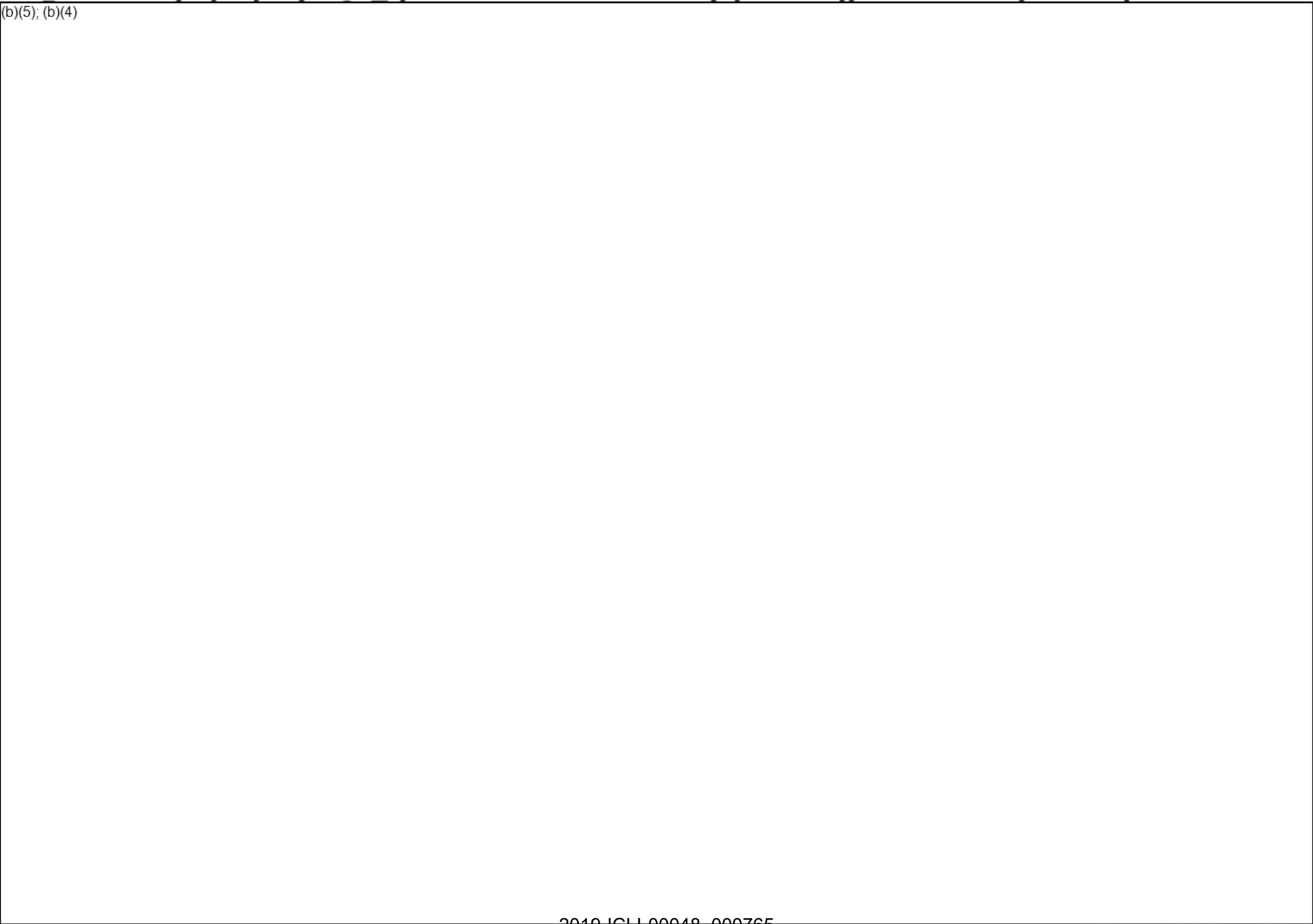
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 - **Perspective on the total value at stake**
 - Savings through improved acquisition and operational changes
 - **Additional TCO savings from detention operating model changes**
 - How ICE can capture these savings

The team evaluated the “total cost of ownership” (TCO) for four overarching strategies, narrowing down to two feasible options

(b)(5); (b)(4)

(b)(5); (b)(4)



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 - Perspective on the total value at stake
 - **How ICE can capture these savings**

The team has planned and begun to action negotiations and operations changes that could save an estimated \$ (b)(4) run rate

(b)(5); (b)(4)

Next steps across each of the 3 areas depend on ICE's savings aspiration

(b)(5); (b)(4)

From: (b)(6); (b)(7)(C)
Sent: 13 Jun 2017 02:09:35 -0400
To: (b)(6); (b)(7)(C)
Subject: Fw: TCO deliverables (2 of 3)
Attachments: Task 4 Step 3 Deliverables-Sanitized.pdf

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U.S. Immigration
and Customs
Enforcement

Task 4, Step 3 Deliverables

TCO Procurement

June 12, 2017

Contents of deliverable 3

- **3a: Negotiation strategy to capture value from the “should cost” analysis for 3 – 4 priority contracts from Step 1, including a summary of sources of leverage in negotiation**
- 3b: Negotiation “script” for 3-4 priority contracts from step 1
- 3c: Capability building workshops for negotiation & contract analysis team to build skills to manage negotiations and achieve “best value” outcome for ICE
- 3d: Recommendation on which contracts OAQ should prioritize going forward for analysis based on both size of potential opportunity and contract timing
- 3e: Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas

Negotiation strategy will blend the expertise of the field with the business knowledge of OAQ to maximize the value created in negotiations

(b)(4); (b)(5)



There are six tactical elements of the flow of successful negotiations

PRELIMINARY

(b)(4); (b)(5)



The negotiation 'power team' will contain four types of ICE personnel from four different job roles

PRELIMINARY

(b)(4); (b)(5)



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Farmville negotiation script

(b)(4); (b)(5)



Krome negotiation script

(b)(4); (b)(5)



Houston negotiation script

(b)(4); (b)(5)



(b)(4); (b)(5)



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The negotiation workshop conducted on April 25-26 included attendees from across OAQ, OPLA and ERO Custody Management, Ops Support, Field Offices

(b)(4); (b)(5); (b)(6); (b)(7)(C)



The goal of the workshop is to further develop our capabilities and drive value in leveraging a strong fact base in upcoming negotiations

PRELIMINARY

(b)(4); (b)(5)



Negotiation workshop agenda Day 1

(b)(4); (b)(5)



Negotiation workshop agenda Day 2

(b)(4); (b)(5)



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 - **Recommendation on which contracts and other actions to prioritize**
 - Methodology for prioritization
- 3e: Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas

The team prioritized two phases of contract negotiations and other actions that could save an estimated \$ (b)(4) run rate

(b)(4); (b)(5)

Wave 1 of single contract negotiations is progressing as planned as of June 12

(b)(4); (b)(5)

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Clearly defined criteria were used to select contracts for these two phases and can be used to expand the work to more contracts

PRELIMINARY

(b)(4); (b)(5)



Contracts originally short-listed for phase 1 with justification

PRELIMINARY

(b)(4); (b)(5)

In addition, the team prioritized potential “multi-contract strategies,” of which the leadership team selected two to move forward

(b)(4); (b)(5)

The team also prioritized 3 operational levers for further investigation

PRELIMINARY

(b)(4); (b)(5)



The team built the two phases around a portfolio of initiatives based on level of complexity and estimated savings

PRELIMINARY

(b)(4); (b)(5)

The team devised multiple “portfolio” options and selected “option 2” PRELIMINARY
to create the two phase recommendation

(b)(4); (b)(5)

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The procurement operating model will be improved across the following end-to-end steps (1/2)

(b)(4); (b)(5)

The procurement operating model will be improved across the following end-to-end steps (2/2)

(b)(4); (b)(5)



Improving the operating model will change how stakeholders execute

(b)(4); (b)(5)

Four “no regrets” change to commit to now to improve operating model

(b)(4); (b)(5)

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Sent: 13 Jun 2017 02:11:02 -0400
To: (b)(6); (b)(7)(C)
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U.S. Immigration
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Task 4, step 4 deliverables

TCO Procurement

June 12, 2017

We interviewed 20+ stakeholders and experts across ICE to understand procurement challenges

(b)(4); (b)(5)

There are four elements of best practice procurement, which correspond to different elements of the evaluations in Step 4

(b)(4); (b)(5)

Contents

- **4a: Evaluation of ICE pricing tools and databases versus best-in-class for obtaining optimal pricing / should cost estimates**

- **Evaluation of ICE pricing tool/database (jail cost statement)**

- Qualitative evaluation of ICE practices related to obtaining optimal pricing/should cost estimates

- 4b: Evaluation of ICE capabilities vs. those required to obtain best-in-class pricing; summary of gaps that must be closed to reach best-in-class
- 4c: Evaluation of how ICE sets priorities for which contracts to conduct price analysis; evaluation of ICE effectiveness in closing difference between today's price vs. should cost
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- 4e: Evaluation of how effectively OAQ organization engages with ICE/ERO leadership and other stakeholders (e.g., AORs) to build excitement and gain buy in for its efforts – or to push for best value procurement decisions
- 4f: Evaluation of OAQ organization roles and responsibilities versus organizations that achieve best-in-class pricing

Variations in contract structure make it hard to conduct pricing analysis

(b)(4); (b)(5)

A (b)(4) is the foundation of a robust contract process

(b)(4); (b)(5)



The current jail cost statement (JCS) needs additional data and greater specificity

(b)(4); (b)(5)

Improved should cost estimates for shortlist facilities are up to (b)(4) % lower than current bed rates

PRELIMINARY

(b)(4); (b)(5)



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Gaps in three areas make it difficult for ICE to realize the full potential value from its procurements

PRELIMINARY

☐ Gaps most relevant to should-cost/pricing

(b)(4); (b)(5)

2 Stakeholders agree that the lack of an overarching, analytically rigorous pricing for detention procurement is a fundamental challenge

(b)(4); (b)(5)

2 A price structure that better reflects the vendor cost structure would create cost transparency and more consistent pricing

(b)(4); (b)(5)

(b)(4)



3 There are capability gaps in key tasks across the procurement process

(b)(4); (b)(5)

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ICE strengths on procurement practices

PRELIMINARY

(b)(4); (b)(5)

(b)(4)



Capability and mindset gaps make it difficult for ICE to obtain best-in-class pricing

PRELIMINARY

(b)(4); (b)(5)

(b)(4)



3 Mindset of ‘not my job’ limits accountability for outcomes

(b)(4); (b)(5)

3 There are capability gaps in key tasks across the procurement process

(b)(4); (b)(5)

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Gaps in two areas make it difficult for ICE to realize the full potential value from its procurements

PRELIMINARY

 Gaps most relevant to should-cost/pricing

(b)(4); (b)(5)

ICE currently is reactive and analyzes contracts only within acquisitions spurred by a variety of need triggers

(b)(4); (b)(5)

ICE can improve its prioritization process by deploying criteria to identify the highest priority contracts for pricing analysis

PRELIMINARY

(b)(4); (b)(5)



A portfolio approach can be used to select a set of initiatives to drive savings in the short- and long-term

PRELIMINARY

(b)(4); (b)(5)

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(b)(4); (b)(5)



Detailed should cost modeling of 5 facilities suggests that ICE has not effectively closed the gap to “should cost” through existing techniques

PRELIMINARY

(b)(4); (b)(5)

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Gaps in each of these four areas make it difficult for ICE to realize the full potential value from its procurements

PRELIMINARY

(b)(4)

(b)(4); (b)(5)

Best in class procurement organizations track performance across 3 dimensions

(b)(4); (b)(5)

1 Procurement impact: best in class performance management uses performance, compliance and organizational metrics

(b)(4); (b)(5)

(b)(4)



2 Top performing procurement organizations track not only results, but also ideas from identification through delivery

(b)(4); (b)(5)

3 Data that could enable some tracking and performance management exists, but is not integrated, accessible, or used effectively

(b)(4); (b)(5)

(b)(4)



3 The vendor/contract management process does not have meaningful metrics and the tracking methodology does not provide actionable insight

REFRESHER

(b)(4); (b)(5)

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A successful “procurement process” requires collaboration across multiple stakeholder in OAQ and ICE/ERO

PRELIMINARY

NOT EXHAUSTIVE

(b)(4); (b)(5)

OAQ's strengths in engaging with ICE/ERO fall into two categories

PRELIMINARY

(b)(4); (b)(5)

(b)(4)



However, gaps in these areas make it difficult to obtain best-in-class pricing

PRELIMINARY

(b)(4); (b)(5)

2 The requirements setting process demonstrates several collaboration pain points

(b)(4); (b)(5)

2 Lack of process collaboration is driven by siloed roles and a mindset of “not my job” in both OAQ and ICE/ERO

(b)(4); (b)(5)

(b)(4)

4 Lack of collaboration between HQ and the field, specifically integrating field insight, compromises planning and execution, driving up cost

(b)(4); (b)(5)

4 Lack of cross-AOR coordination leads to duplicated effort and lost economies of scale for goods and services contracting

(b)(4); (b)(5)

(b)(4); (b)(5)

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ICE procurement has some strengths in its organization/roles

PRELIMINARY

(b)(4); (b)(5)

(b)(4)



Gaps in each of these four areas make it difficult for ICE to realize the full potential value from its procurements

PRELIMINARY

(b)(4); (b)(5)

OAQ currently is organized by geography, but other options exist that could allow for better management of categories/vendors

■ Current design

(b)(4); (b)(5)

Private sector companies use a variety of geography and category-driven reporting lines to achieve their procurement objectives

(b)(4); (b)(5)

Private sector example: best-in-class design can separate category management from other operational and strategic functions

(b)(4); (b)(5)



Demand complexity and supply markets are 2 guiding principles for dividing dimensions of responsibility

(b)(4); (b)(5)

OAQ could consider a fully category-based organizational structure to best manage national vendors across multiple facilities

(b)(4); (b)(5)

To effectively drive best-in-class pricing, category managers must have several roles and responsibilities and the capabilities to fulfill them

(b)(4); (b)(5)



From: (b)(6); (b)(7)(C)
Sent: 30 Mar 2017 17:09:49 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: FW: Thanks(!), Monday, and next steps

As you are aware I am working with McKinsey to achieve greater efficiencies and cost savings within OAQ and ERO.

Currently we are digging into standards to see what savings can be achieved there and so I am reaching out to you for information, data and examples.

What is McKinsey looking to find? They are looking for ways to cut or reduce standards because they are too costly and to achieve cost savings through edits to the standards without sacrificing quality, safety and mission.

McKinsey has specifically asked for the following:

- (b)(5)
-
-
-

(b)(6); (b)(7)(C)

- (b)(5)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Unit Chief
Detention Compliance and Removals Division
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., (b)(6); (b)(7)(C)

Mail Stop 5750
Washington, D.C. 20536-5750
Phone: 202-732-(b)(6);

Email: (b)(6); (b)(7)(C)



From: (b)(6); (b)(7)(C)
Sent: Thursday, March 30, 2017 2:52 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: Thanks(!), Monday, and next steps

Dear (b)(6);

I hope you're having a wonderful day. Thank you again for all of your work so far, including your presentation at the meeting. I'm looking forward to prepping on Monday!

Ahead of Monday, it would be great to get a few more pieces, which came out of the meeting yesterday. I've put them in order of priority to help. Let me know if you have any questions whatsoever.

These are:

(b)(5)

Thanks so much and best of luck on Monday!

(b)(6); (b)(7)(C)

McKinsey & Company

+(b)(6); (b)(7)(C)

+=====

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From: (b)(6); (b)(7)(C)
Sent: 20 Oct 2017 13:14:07 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: McKinsey
Attachments: 02.03_Limited Sources Justification TT3 Extension (OPLA CALD).docx

(b)(6); and I reviewed. See the attached comments (I just added mine to the (b)(6); bubbles). We have some issues regarding the justification for why the sole source and especially the non-severability, which would require all FY17 funds. Not sure what the timeline is on award.

(b)(6)

(b)(6); (b)(7)(C)
Chief, Commercial and Administrative Law Division
Office of the Principal Legal Advisor
Immigration and Customs Enforcement
Office: 202.732.(b)(6);
Cell: 202.904.(b)(6);

After you've done a thing the same way for 2 years, look it over carefully. After 5 years, look at it with suspicion. After 10 years, throw it away and start all over. – Alfred Edward Perlman

***** Warning *** Attorney/Client Privilege *** Attorney Work Product *****

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From: (b)(6); (b)(7)(C)
Sent: 11 Jul 2017 16:36:04 -0400
To: (b)(6); (b)(7)(C)
Subject: July 11_Tae update_v4 slide 8 20170711T1630-04.pptx
Attachments: July 11_Tae update_v4 slide 8 20170711T1630-04.zip

Team,

I hope everyone is well. In preparation for our meeting with Tae and Bill on Thursday, we have prepared this summary page. Bill and Tae want a templated one page summary for each negotiation to track savings initiatives and align communications. This is the draft version that they saw today. Please let me know if you have any questions or feedback on the page.

Please let me know if you have 30-45 mins tomorrow to join a meeting.

Regards,

(b)(6);
(b)(7)(C)

+=====

====+

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====+

Krome

(b)(5); (b)(4)



From: (b)(6); (b)(7)(C)
Sent: 17 Nov 2017 09:58:43 +0000
To: (b)(6); (b)(7)(C)
Subject: Kind reminder: Please share your feedback – TCO Procurement Strategy

We greatly
value your
feedback!



Dear (b)(6); (b)(7)(C),

We greatly value the opportunity to work with you on this project. As you know, we aim to make a lasting difference to your organization. **To ensure we are fulfilling this mission, we'd like to ask for your feedback.**

Below is a button to a short, simple survey. This will help inform a broader conversation about your experience of working with McKinsey.

Please click on the button and provide your feedback by 24/11/17 (dd/mm/yy).

This survey is secure, and only one response can be submitted per link. Only your McKinsey team will see your feedback.

Thank you for your collaboration!

McKinsey client feedback

(This email is sent to you on behalf of (b)(6); (b)(7)(C))

If you are not directed to the survey automatically, you can also paste the URL provided below into your browser's address bar

http://ctd.mckinsey.com/wix/p50529640.aspx?__sid__=-5v-XVg4IR0--2dXIkik-

sBSAFIIRaa7O2qfMurPAJmhtqgd-WnHudHgDMkNkHbGBYSjg4NNCsLFiLxHoURgrw2

From: (b)(6); (b)(7)(C)
Sent: 9 Aug 2017 12:09:35 -0400
To: (b)(6); (b)(7)(C)
Subject: Krome cost analysis
Attachments: Krome Pricing July 2017_Optimal_Submission 7-12-17 V2.xlsx

(b)(6);
(b)(7)(C)

We received a breakdown of the rate buildup for the positions at Krome and we have a few questions about the cost accounting standards. Would you someone from your shop be able to advise us on the proper accounting of non-productive labor hours in a staffing model? I have attached the response from AGS which includes the rate build up for each post. Thanks in advance for your help.

Regards,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) | Associate, Operations practice | McKinsey & Company | Stamford

Mobile: +1 (b)(6); (b)(7)(C)

Office: +1

VOIP (b)(6); (Internal only)

+=====+
=====+

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+=====+
=====+

Summary of Savings - Optimal Model**Over and Above Tiered Bed Day Rate (CLIN 3) - Average 100 beds over minimum**

Proposed 100 @ (b)(4)	\$	(b)(4)	
Current 100 @ (b)(4)	\$		
	\$		Annual Savings from Tiered CLIN 3

Tiered KTU + Efficiency

Removed Supervisor	\$	(b)(4)	
Daily Rate for Tier 1	\$		(Note - the (b)(7)(E) hs)
	\$		Annual Savings for Tiered KTU

CLIN 7A On Demand Stationary Guards

112,560 @ (b)(4)	\$	(b)(4)	Current On Demand
112,560 @	\$		Proposed Fixed Schedule
	\$		Annual Savings for Fixed Schedule Stationary

Fixed Hospital Schedule + General Fixed Schedules, e.g. Construction = (b)(4) annual hours

Removed Fixed Posts at Larkin

Annual Average Hours		(b)(4)	
CLIN 12 Fixed Price	\$		
CLIN 7 On Demand	\$		
	\$		Annual Savings
Summary Annual Total	\$		

OPTIMAL STAFFING

Contractors shall fill in the highlighted portions with their proposed unit price.

Proposed unit price shall match the unit price submitted on the Standard Form 1447.

Contractors shall submit this attachment in Excel form as a part of the soft copy submission.

DO NOT CHANGE THE FORMAT TO INCLUDE THE CLINS, QTY, UNIT, UNIT PRICE OR FORMULAS.

OPTION YEAR 3		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 3002: Detention 450 Minimum		(b)(4);	BDR	(b)(4)	
CLIN 3002a: KTU T-1 (1-12)		(b)(7)(E)	DA		
CLIN 3002b: KTU T-2 (13-30)			DA		
CLIN 3003: Detention Over 450			BDR		
CLIN 3003a: Detention Over 550			BDR		
CLIN 3005A: Transportation Labor			HR		
CLIN 3005B: Transportation Labor OT			HR		
CLIN 3007: Stationary Guards			HR		
CLIN 3007A: Stationary Guards OT			HR		
CLIN 3011: Miami International Airport			MO		
CLIN 3015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 3					
OPTION YEAR 4			UNIT	UNIT PRICE	AMOUNT
CLIN 4002: Detention 450 Minimum			BDR	(b)(4)	
CLIN 4002a: Medical Support T-1 (1-12)			DA		
CLIN 4002b: Medical Support T-2 (13-30)			DA		
CLIN 4003: Detention Over 450			BDR		
CLIN 4003a: Detention Over 550			BDR		
CLIN 4005A: Transportation Labor			HR		
CLIN 4005B: Transportation Labor OT			HR		
CLIN 4007: Stationary Guards			HR		
CLIN 4007A: Stationary Guards OT			HR		
CLIN 4011: Miami International Airport			MO		
CLIN 4015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 4					
OPTION YEAR 5 (Leap Year)			UNIT	UNIT PRICE	AMOUNT
CLIN 5002: Detention 450 Minimum			BDR	(b)(4)	
CLIN 5002a: Medical Support T-1 (1-12)			DA		
CLIN 5002b: Medical Support T-2 (13-30)			DA		
CLIN 5003: Detention Over 450			BDR		
CLIN 5003a: Detention Over 550			BDR		
CLIN 5005A: Transportation Labor			HR		
CLIN 5005B: Transportation Labor OT			HR		
CLIN 5007: Stationary Guards			HR		
CLIN 5007A: Stationary Guards OT			HR		
CLIN 5011: Miami International Airport			MO		
CLIN 5015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 5					
OPTION YEAR 6			UNIT	UNIT PRICE	AMOUNT
CLIN 6002: Detention 450 Minimum			BDR	(b)(4)	
CLIN 6002a: Medical Support T-1 (1-12)			DA		
CLIN 6002b: Medical Support T-2 (13-30)			DA		
CLIN 6003: Detention Over 450			BDR		
CLIN 6003a: Detention Over 550			BDR		
CLIN 6005A: Transportation Labor			HR		
CLIN 6005B: Transportation Labor OT			HR		
CLIN 6007: Stationary Guards			HR		
CLIN 6007A: Stationary Guards OT			HR		
CLIN 6011: Miami International Airport			MO		
CLIN 6015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 6					
OPTION YEAR 7		QTY	UNIT	UNIT PRICE	AMOUNT

CLIN 7002: Detention 450 Minimum		(b)(4); (b)(7)(E)	BDR		(b)(4)
CLIN 7002a: Medical Support T-1 (1-12)			DA		
CLIN 7002b: Medical Support T-2 (13-30)			DA		
CLIN 7003: Detention Over 450			BDR		
CLIN 7003a: Detention Over 550			BDR		
CLIN 7005A: Transportation Labor			HR		
CLIN 7005B: Transportation Labor OT			HR		
CLIN 7007: Stationary Guards			HR		
CLIN 7007A: Stationary Guards OT			HR		
CLIN 7011: Miami International Airport			MO		
CLIN 7015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 7					
OPTION YEAR 8			UNIT	UNIT PRICE	AMOUNT
CLIN 8002: Detention 450 Minimum		(b)(4); (b)(7)(E)	BDR		(b)(4)
CLIN 8002a: Medical Support T-1 (1-12)			DA		
CLIN 8002b: Medical Support T-2 (13-30)			DA		
CLIN 8003: Detention Over 450			BDR		
CLIN 8003a: Detention Over 550			BDR		
CLIN 8005A: Transportation Labor			HR		
CLIN 8005B: Transportation Labor OT			HR		
CLIN 8007: Stationary Guards			HR		
CLIN 8007A: Stationary Guards OT			HR		
CLIN 8011: Miami International Airport			MO		
CLIN 8015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 8					
OPTION YEAR 9 (Leap Year)			UNIT	UNIT PRICE	AMOUNT
CLIN 9002: Detention 450 Minimum		(b)(4); (b)(7)(E)	BDR		(b)(4)
CLIN 9002a: Medical Support T-1 (1-12)			DA		
CLIN 9002b: Medical Support T-2 (13-30)			DA		
CLIN 9003: Detention Over 450			BDR		
CLIN 9003a: Detention Over 550			BDR		
CLIN 9005A: Transportation Labor			HR		
CLIN 9005B: Transportation Labor OT			HR		
CLIN 9007: Stationary Guards			HR		
CLIN 9007A: Stationary Guards OT			HR		
CLIN 9011: Miami International Airport			MO		
CLIN 9015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 9					
TOTAL					

From: (b)(6); (b)(7)(C)

Sent: 18 Sep 2017 12:51:39 -0400

(b)(6); (b)(7)(C)

Subject: Krome dynamic staffing

Attachments: Krome Pricing July 2017_Optimal_Submission 7-12-17 v4_dynamic staffing.xlsx

All,

(b)(6); (b)(7)(C) were able to connect with me on Thursday and brainstorm the incremental savings that dynamic staffing could bring to AGS' "optimized model." Through the identification of unnecessary posts, the (b)(4) we were able to identify (b)(4) in additional savings at Krome. With this sizing complete, we should meet early this week to align on all incremental savings levers (below) and the negotiation approach back to AGS.

If everyone can let me know their availability Tuesday/Wednesday within the times below, I will send out an invite for team discussion.

Tuesday, 9/19

- 9am-11am ET
- 2:30pm-5:30pm ET

Wednesday, 9/20

- 9am-11am ET
- 2pm-5pm ET

Opportunity	Sizing (low end)	Sizing (high end)	Calculation
Eliminate guard mount	(b)(4)		Delete guard mount hours
Shift permanent posts from CLIN 7 to CLIN 7A			15% rate reduction w/ 60% capture
Tiered KTU and efficiencies			Eliminate 1 supervisor plus tier 1 or 2 cost
Hospital guard ratio			Reduce 2-3 posts (out of 11) @ \$(b)(4) /hr
Dynamic staffing efficiencies			See attached
Optimals vs. standards			Not approved
Total approved			Sum of approved

It is worth noting that these calculations are based upon incremental savings beyond those identified by AGS in their "optimal" model. That is, AGS found \$5-10M of savings off of the baseline spend of \$45.7M in their model, further increasing our total potential savings.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

McKinsey & Company | Senior Implementation Coach
San Francisco, CA | (b)(6); (b)(7)(C)

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Summary of Savings - Optimal Model**Over and Above Tiered Bed Day Rate (CLIN 3) - Average 100 beds over minimum**

Return with a lower above tiered bed day rate

Proposed 100 @ (b)(4) \$ (b)(4)
Current 100 @ (b)(4) \$ (b)(4)
Annual Savings from Tiered CLIN 3

Tiered KTU + Efficiency

Removed Supervisor \$ (b)(4)
Daily Rate for Tier 1 \$ (b)(4) (Note - the KTU population has not exceeded 12 in the last 24 months)
Annual Savings for Tiered KTU

CLIN 7A On Demand Stationary Guards

112,560 @ (b)(4)	\$	(b)(4)	Current On Demand	Rate change	Hrs per da Posts
112,560 @ (b)(4)	\$	(b)(4)	Proposed Fixed Schedule		(b)(4)
	\$	(b)(4)	Annual Savings for Fixed Schedule Stationary		

Fixed Hospital Schedule + General Fixed Schedules, e.g. Construction = (b)(4) annual hours

Removed Fixed Posts at Larkin

Annual Average Hours (b)(4) (b)(4)
CLIN 12 Fixed Price \$ (b)(4)
CLIN 7 On Demand \$ (b)(4)
Annual Savings
Summary Annual Total \$ (b)(4)

OPTIMAL STAFFING

Contractors shall fill in the highlighted portions with their proposed unit price.

Proposed unit price shall match the unit price submitted on the Standard Form 1447.

Contractors shall submit this attachment in Excel form as a part of the soft copy submission.

DO NOT CHANGE THE FORMAT TO INCLUDE THE CLINS, QTY, UNIT, UNIT PRICE OR FORMULAS.

OPTION YEAR 3		QTY	UNIT	UNIT PRICE	AMOUNT
CLIN 3002: Detention 450 Minimum		(b)(4)	BDR		(b)(4)
CLIN 3002a: KTU T-1 (1-12)			DA		
CLIN 3002b: KTU T-2 (13-30)			DA		
CLIN 3003: Detention Over 450			BDR		
CLIN 3003a: Detention Over 550			BDR		
CLIN 3005A: Transportation Labor			HR		
CLIN 3005B: Transportation Labor OT			HR		
CLIN 3007: Stationary Guards			HR		
CLIN 3007A: Stationary Guards OT			HR		
CLIN 3011: Miami International Airport			MO		
CLIN 3015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 3					
OPTION YEAR 4			UNIT	UNIT PRICE	AMOUNT
CLIN 4002: Detention 450 Minimum			BDR		(b)(4)
CLIN 4002a: Medical Support T-1 (1-12)			DA		
CLIN 4002b: Medical Support T-2 (13-30)			DA		
CLIN 4003: Detention Over 450			BDR		
CLIN 4003a: Detention Over 550			BDR		
CLIN 4005A: Transportation Labor			HR		
CLIN 4005B: Transportation Labor OT			HR		
CLIN 4007: Stationary Guards			HR		
CLIN 4007A: Stationary Guards OT			HR		
CLIN 4011: Miami International Airport			MO		
CLIN 4015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 4					
OPTION YEAR 5 (Leap Year)			UNIT	UNIT PRICE	AMOUNT
CLIN 5002: Detention 450 Minimum			BDR		(b)(4)
CLIN 5002a: Medical Support T-1 (1-12)			DA		
CLIN 5002b: Medical Support T-2 (13-30)			DA		
CLIN 5003: Detention Over 450			BDR		
CLIN 5003a: Detention Over 550			BDR		
CLIN 5005A: Transportation Labor			HR		
CLIN 5005B: Transportation Labor OT			HR		
CLIN 5007: Stationary Guards			HR		
CLIN 5007A: Stationary Guards OT			HR		
CLIN 5011: Miami International Airport			MO		
CLIN 5015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 5					
OPTION YEAR 6			UNIT	UNIT PRICE	AMOUNT
CLIN 6002: Detention 450 Minimum			BDR		(b)(4)
CLIN 6002a: Medical Support T-1 (1-12)			DA		
CLIN 6002b: Medical Support T-2 (13-30)			DA		
CLIN 6003: Detention Over 450			BDR		
CLIN 6003a: Detention Over 550			BDR		
CLIN 6005A: Transportation Labor			HR		
CLIN 6005B: Transportation Labor OT			HR		
CLIN 6007: Stationary Guards			HR		
CLIN 6007A: Stationary Guards OT			HR		
CLIN 6011: Miami International Airport			MO		
CLIN 6015: Detainee Welfare			MO		
SUBTOTAL CLINs Above: Option Year 6					
OPTION YEAR 7		QTY	UNIT	UNIT PRICE	AMOUNT

CLIN 7002: Detention 450 Minimum	(b)(4)	BDR	(b)(4)
CLIN 7002a: Medical Support T-1 (1-12)		DA	
CLIN 7002b: Medical Support T-2 (13-30)		DA	
CLIN 7003: Detention Over 450		BDR	
CLIN 7003a: Detention Over 550		BDR	
CLIN 7005A: Transportation Labor		HR	
CLIN 7005B: Transportation Labor OT		HR	
CLIN 7007: Stationary Guards		HR	
CLIN 7007A: Stationary Guards OT		HR	
CLIN 7011: Miami International Airport		MO	
CLIN 7015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 7			
OPTION YEAR 8		UNIT	UNIT PRICE AMOUNT
CLIN 8002: Detention 450 Minimum		BDR	(b)(4)
CLIN 8002a: Medical Support T-1 (1-12)		DA	
CLIN 8002b: Medical Support T-2 (13-30)		DA	
CLIN 8003: Detention Over 450		BDR	
CLIN 8003a: Detention Over 550		BDR	
CLIN 8005A: Transportation Labor		HR	
CLIN 8005B: Transportation Labor OT		HR	
CLIN 8007: Stationary Guards		HR	
CLIN 8007A: Stationary Guards OT		HR	
CLIN 8011: Miami International Airport		MO	
CLIN 8015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 8			
OPTION YEAR 9 (Leap Year)		UNIT	UNIT PRICE AMOUNT
CLIN 9002: Detention 450 Minimum		BDR	(b)(4)
CLIN 9002a: Medical Support T-1 (1-12)		DA	
CLIN 9002b: Medical Support T-2 (13-30)		DA	
CLIN 9003: Detention Over 450		BDR	
CLIN 9003a: Detention Over 550		BDR	
CLIN 9005A: Transportation Labor		HR	
CLIN 9005B: Transportation Labor OT		HR	
CLIN 9007: Stationary Guards		HR	
CLIN 9007A: Stationary Guards OT		HR	
CLIN 9011: Miami International Airport		MO	
CLIN 9015: Detainee Welfare		MO	
SUBTOTAL CLINs Above: Option Year 9			
TOTAL			

From: (b)(6); (b)(7)(C)

Sent: 9 Aug 2017 09:57:27 -0400

(b)(6); (b)(7)(C)

Subject: Krome negotiation strategy

Attachments: (b)(4) gif, pic08078.gif, ATT00001.htm, c095626.ics

Team,

Let's meet to discuss how to finish up the negotiations at Krome.

Please let me know if this time works for you.

Regards,

(b)(6);
(b)(7)(C)



Team,

Let's meet to discuss how to finish up the negotiations at Krome.

Please let me know if this time works for you.

Regards,

(b)(6);
(b)(7)(C)

Team,

Let's meet to discuss how to finish up the negotiations at Krome.

Please let me know if this time works for you.

Regards,

(b)(6);
(b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: 19 Sep 2017 09:50:04 -0400

(b)(6); (b)(7)(C)

Subject: Krome opportunities and negotiation brainstorming

Attachments: 20170919 Krome negotiation meeting.pptx

Hi team,

Attached is a PowerPoint deck to support our Krome discussion. For those of you at 801 I St., we can meet in room 9162.

(b)(6);

(b)(6); (b)(7)(C)

McKinsey & Company | Senior Implementation Coach
San Francisco, CA | (b)(6); (b)(7)(C)

+=====+
=====+

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U.S. Immigration
and Customs
Enforcement

Krome negotiation opportunities

FOR DISCUSSION September 19, 2017

(b)(4); (b)(5)

Staffing efficiencies, phased in as feasible, can yield significant savings

(b)(4); (b)(5)



Potential for savings

PRELIMINARY

(b)(4); (b)(5)



Potential negotiation approach and storyline

FOR DISCUSSION

(b)(4); (b)(5)



Next steps

- **Align upon opportunity list and negotiation storyline**
Gain ICE leadership support for position
Schedule time to issue counteroffer to AGS (verbal discussion with supporting written documents)
Finalize documentation
Host negotiation

From: (b)(6);
Sent: 19 Jul 2017 14:17:05 -0400

(b)(6); (b)(7)(C)

Subject: Krome Savings Initiative

Attachments: (b)(4).gif, pic32280.gif, ATT00001.htm, c141627.ics



Invitation: Krome Savings Initiative



07/20/2017



Chair:



(b)(6);
(b)(7)(C)

TA/NorthAmerica/MCKINSEY

Y



Location:



US +1-212-798-0808,,59806662# || VoIP: 400-0808
PC: 5980-6662



(b)(6);

as invited (b)(6); to a meeting. You have not yet responded.



Required:



(b)(6); (b)(7)(C)



Optional:



(b)(6); (b)(7)(C) MIN/NorthAmerica/MCKINSEY

Description

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 1:02 PM

To: (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

After noon work for me.

(b)(6); (b)(7)(C)

Mgmt & Prg Analyst (COR)

Miami Field Office

DHS/ICE/ERO

O: (305) 207 (b)(6);

C: (305) 796 (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 12:37 PM

To: (b)(6); (b)(7)(C)

Cc:

Subject: RE: Krome Savings Initiative

We don't have a planned meeting. Is there a time that everyone is available for a call?

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 11:51 AM

(b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

(b)(6);

Ok, but I didn't know that we were meeting tomorrow. What time do you have in mind for everyone to meet/speak tomorrow?

Thanks,

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 11:41 AM

To: (b)(6); (b)(7)(C)

Cc:

Subject: RE: Krome Savings Initiative

(b)(6);

We should propose them after we discuss them as a group tomorrow. I want to ensure I am not overlooking anything and get your input.

(b)(6);

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 11:33 AM

(b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

(b)(6);

For clarity, are you asking us to propose the questions below to AGS right now so that we can have their response by the next round of discussions?

Thanks,

(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 11:26 AM

To: (b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

Team,

After reviewing the AGS data, we have a few questions to add to (b)(6); list.

(b)(4); (b)(5)

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Regards,

(b)(6);
(b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Friday, July 14, 2017 1:44 PM

(b)(6); (b)(7)(C)

Subject: FW: Krome Savings Initiative

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I'm only looking at the Optimal Submission.

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Let me know if I make any sense.

(b)(6)

From: (b)(6); (b)(7)(C)

Sent: Thursday, July 13, 2017 8:28 AM

To: (b)(6); (b)(7)(C)

Cc:

Subject: Krome Savings Initiative

Dear (b)(6) et al,

The attached files include:

- Cover Letter
- Price Model Documentation
- Proposed Price Model for Optimal PBNDS
- Proposed Price Model for Minimal PBNDS

Both Price Models include:

1. (b)(4)
- 2.
- 3.
- 4.
- 5.
- 6.

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It is also important to note that our original proposal had already provided ICE with a substantial cost reduction for the operation.

(b)(6); (b)(7)(C) or I are available at your convenience for further discussion.

V/r

(b)(6);

(b)(6); (b)(7)(C) | President

AGS | 13873 Park Center Road, Suite 400N, Herndon, VA 20171

Office: 703-766-(b)(6) Cell: 321-544-(b)(6) | (b)(6); (b)(7)(C) Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

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From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 1:02 PM

(b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

After noon work for me.

(b)(6); (b)(7)(C)

Mgmt & Prg Analyst (COR)

Miami Field Office

DHS/ICE/ERO

O: (305) 207 (b)(6); (b)(7)(C)

C: (305) 796 (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 12:37 PM

To: (b)(6); (b)(7)(C)

Cc:

Subject: RE: Krome Savings Initiative

We donâ€™t have a planned meeting. Is there a time that everyone is available for a call?

From: (b)(6); (b)(7)(C)

Sent: Wednesday, July 19, 2017 11:51 AM

(b)(6); (b)(7)(C)

Subject: RE: Krome Savings Initiative

(b)(6); (b)(7)(C)

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From: (b)(6); (b)(7)(C)

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Sent: Wednesday, July 19, 2017 11:33 AM

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Subject: RE: Krome Savings Initiative

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(b)(6);

(b)(6); (b)(7)(C) President

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Office: 703-766-(b)(6); | Cell: 321-544-(b)(6); |

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From: (b)(6); (b)(7)(C)
Sent: 12 Jul 2017 16:13:02 -0400
(b)(6); (b)(7)(C)
Subject: Krome summary.pptx
Attachments: Krome summary.zip

Team,

Thanks for the great meeting today. It was very helpful to set our objectives and review the savings initiatives. I have attached the summary sheet.

I removed the strategy to review their financial records. I will reach out to (b)(6); to check ICE's feasibility to support. Additionally, I reframed the signaling the of RFI & RFP process. We will differentiate conducting the RFI process for leverage and rebidding the guard contract and ensure we have the backing for both.

Please let me knw if you have any changes or additions.

Regards,

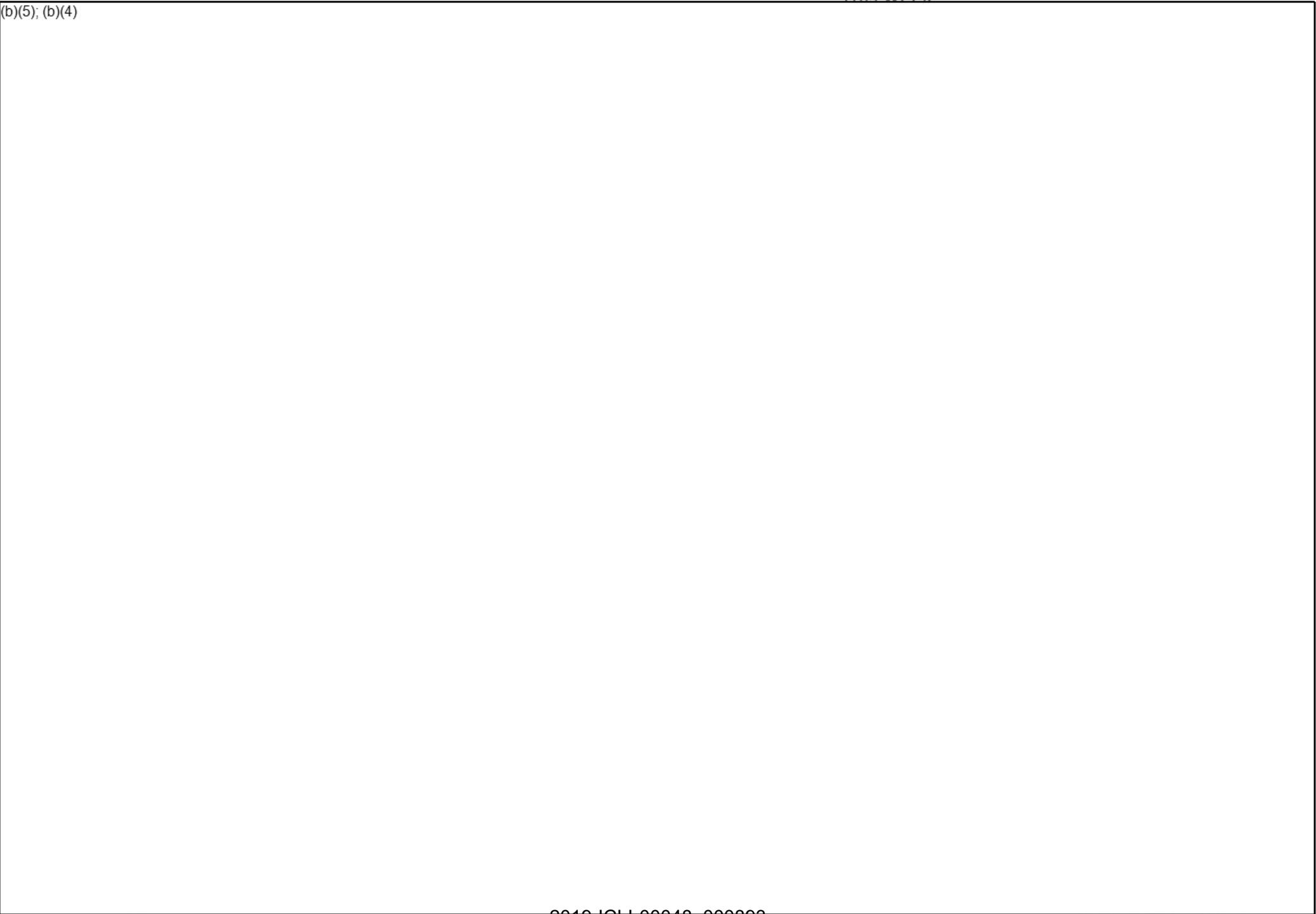
(b)(6);
(b)(7)(C)

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(b)(5); (b)(4)



From: (b)(6); (b)(7)(C)
Sent: 3 Oct 2017 11:59:57 -0400
To: (b)(6); (b)(7)(C)
Subject: Krome
Attachments: 20170919 Krome negotiation meeting v2.pptx

Hi team,

Just wanted to check in with you quickly to see how things were going with AGS on Krome. Did they end up providing a proposal on Wednesday? Would be happy to continue the discussion of next steps and support in the ongoing short/long term negotiations.

For today's status meeting with Bill and Tae, I have attached our last discussion document for your reference. It has a description of the numbers and a range for potential savings, keeping in mind that we may want to ultimately dampen our estimate by what we think we will be able to truly implement and enforce.

Looking forward to getting this all nailed down with you.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)
McKinsey & Company | Senior Implementation Coach
San Francisco, CA | (b)(6); (b)(7)(C)

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U.S. Immigration
and Customs
Enforcement

Krome negotiation opportunities

FOR DISCUSSION September 19, 2017

(b)(4); (b)(5)

Staffing efficiencies, phased in as feasible, can yield significant savings

(b)(4); (b)(5)



Potential for savings

PRELIMINARY

(b)(4); (b)(5)

Potential negotiation approach and storyline

FOR DISCUSSION

(b)(4); (b)(5)



Next steps

(b)(5)



From: (b)(6); (b)(7)(C)
Sent: 30 Jun 2017 14:40:07 -0400
To: (b)(6); (b)(7)(C)
Cc: ICECFORequisitionReview; (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
Subject: McKinsey Contract - TCO/Talent Mgmt Extension
Attachments: ERO 2.0 Pricing Timeline_6.29.17.xlsx

Hi (b)(6); (b)(7)(C)

Please see the attached updated price schedule for the ERO 2.0 contract. I used the latest version of the Milestone Payment Schedule document from Scott to update this document, which increases the total cost of this contract from \$14M to \$23M. Please review and confirm POP dates for the new task/steps.

Through our conversations, it seems that this contract will need about \$7M in FY17 funds. Please see below for the break out.

Remaining funds for original tasks (original \$14M):

- Transformation tasks 3, step 2a: (b)(4)
- Transformation tasks 3, step 2b: (b)(4)
- Total: \$2,101,337

Currently partially funding the new tasks on the Total Cost of Ownership (TCO) and Talent Management:

- TCO: 6 weeks, (b)(4)
- Talent: 8 weeks (b)(4)
- Total: \$2.27M (192117EROLESA0044)

Funds needed to fully fund the Total Cost of Ownership (TCO) and Talent Management efforts for **FY17**:

- TCO: 16 weeks, \$(b)(4)
- Talent: 16 weeks (b)(4)
- Total: \$5.28M

It is my understanding that the remaining \$4M for the new tasks on this contract will be discussed based on need and funded using FY18 funds. Is this correct?

Thank you,

(b)(6); (b)(7)(C)
Balanced Workforce Strategy (BWS)
Office of the Chief Financial Officer
Immigration and Customs Enforcement
Department of Homeland Security
202.732 (b)(6);
(b)(6); (b)(7)(C)

Contract: GS-10F-0118S/HSCECR-17-F-00003
Vendor: McKinsey & Company, INC

As of 6/29/2017

Contract Line Items	Period of Performance	Amount Needed for Full Task	Amount Currently Funded	New Option in FY18	Percent Funded	Requisition
Transformation Task 3 Step 1a	1/3/17-11/30/17	(b)(4)			100%	192117EROLESA0006
						192117EROLESA0017
						192117EROLESA0021
Transformation Task 3 Step 1b	4/29/17 - 6/23/17				100%	192117EROLESA0026
						192117EROLESA0032
Transformation Task 3 Step 2a	6/26/17 - 8/18/17				50%	192117EROLESA0033
Transformation Task 3 Step 2b	8/21/17 - 10/13/17				0%	
Total Cost of Ownership Step 1	1/3/17 - 3/31/17				100%	192117EROLESA0007
						192117EROLESA0017
Total Cost of Ownership Steps 2-4	3/1/17 - 5/26/17				100%	192117EROLESA0021
						192117EROLESA0026
Total Cost of Ownership Steps 5a **	Can start ASAP				100%	192117EROLESA0044*
Total Cost of Ownership Steps 5b **						
Total Cost of Ownership Steps 6 **						
Talent Management Strategy Step 1	1/3/17 -3/31/17				100%	192117EROLESA0005
						192117EROLESA0017
Talent Management Strategy Step 2	4/3/17 - 6/16/17				100%	192117EROLESA0021
						192117EROLESA0026
Talent Management Strategy Step 3a **	Can start ASAP				100%	192117EROLESA0044*
Talent Management Strategy Step 3b **						
Talent Management Strategy Step 4 **						
Total Value	1/3/17 - 10/15/17		58%			
New Current Total Value (YTD)	(b)(4)					
New Tasks (**)						
New Proposed Total for ERO 2.0 Contract						

*Currently an Open Commitment

**Not on original Contract, additional tasks

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0058	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
		ICE/DCR		7. ADMINISTERED BY (If other than Item 6)	
				CODE ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536			ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412			(x)		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003		
CODE 8252293180000			FACILITY CODE		
			10B. DATED (SEE ITEM 13) 12/26/2016		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule Net Increase: \$1,713,378.61					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) 52.217-9				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)					
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
The purpose of this modification is to provide funds for CLINs 1004 and 2004. Funds are being obligated as shown below.					
All other terms and conditions remain the same.					
Exempt Action: N Sensitive Award: NONE					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
NSN 7540-01-152-8070		Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00012

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Accounting Info: <div style="border: 1px solid black; height: 30px; width: 400px;"></div> FOB: Destination Period of Performance: 01/03/2017 to 10/27/2017 Change Item 1004 to read as follows (amount shown is the obligated amount): 1004 Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Change Item 2004 to read as follows (amount shown is the obligated amount): 2004 Total Cost of Ownership Procurement Strategy Step 5b: Complete second wave of value capture and implement new procurement operating model Period of Performance: 8/19/17 - 10/27/17 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				<div style="border: 1px solid black; height: 20px; width: 100px; margin-bottom: 10px;">(b)(4)</div> <div style="border: 1px solid black; height: 20px; width: 100px;">(b)(4)</div>

Contract Involves Minors:	No	Contract includes Volunteer Wages:	No	Staffing Plan Included:	No	Contract / Order Type:	IDIQ
---------------------------	----	------------------------------------	----	-------------------------	----	------------------------	------

Use the **[SPACE BAR]** to delete data/correct/revise data in each of the cells below in lieu of using the **[DELETE]** key.

2019-ICLI-00048 000905

<input type="button" value="New"/> <input type="button" value="Save Draft"/> <input type="button" value="Validate"/> <input type="button" value="Approve"/> <input type="button" value="Correct"/> <input type="button" value="Modify"/> <input type="button" value="Save Tmpl"/> <input type="button" value="Delete"/> <input type="button" value="Print"/>			
<input type="button" value="Close Out"/> <input type="button" value="Help"/>			
Transaction Information			
Award Type:	Delivery/Task Order	Prepared Date:	06/29/2018 10:16:45
Award Status:	Final	Last Modified Date:	06/29/2018 12:27:45
Closed Status:	No	Closed Status Date:	
		Prepared User:	(b)(6); (b)(7)(C)
		Last Modified User:	
		Closed By:	
Document Information			
Award ID:	7012	Procurement Identifier	HSCECR17F00003
Referenced IDV ID:	4730	Modification No	P00022
Reason For Modification:	CHANGE ORDER	Trans No	0
Solicitation ID:		Initiative	
Treasury Account Symbol:	70	Agency Main Identifier	0540
		Sub Account	
		Initiative	Select One
Dates			
Date Signed (mm/dd/yyyy) :	06/29/2018	Amounts	
Effective Date (mm/dd/yyyy) :	06/29/2018	Action Obligation:	Current \$0.00 Total (b)(4)
Completion Date (mm/dd/yyyy) :	07/13/2018	Base And Exercised Options Value:	\$0.00
Est. Ultimate Completion Date (mm/dd/yyyy) :	11/12/2018	Base and All Options Value (Total Contract Value):	\$0.00
Solicitation Date (mm/dd/yyyy) :		Fee Paid for Use of IDV:	\$0.00
Purchaser Information			
Contracting Office Agency ID:	7012	Contracting Office Agency Name:	U.S. IMMIGRATION AND CUSTOMS ENFC
Contracting Office ID:	70CDCR	Contracting Office Name:	DETENTION COMPLIANCE AND REMOVA
Funding Agency ID:	7012	Funding Agency Name:	U.S. IMMIGRATION AND CUSTOMS ENFC
Funding Office ID:	70CDCR	Funding Office Name:	DETENTION COMPLIANCE AND REMOVA
Foreign Funding:	Not Applicable		
Contractor Information			
SAM Exception:	<input type="button" value="Remove Exception"/>		
DUNS No:	825229318	Street:	1200 19TH ST NW STE 1100
Vendor Name:	MCKINSEY&COMPANY, INC. WASHIN	Street2:	
DBAN:		City:	WASHINGTON
Cage Code:	438P1	State:	DC
		Zip:	200362412
		Country:	UNITED STATES
		Phone:	(b)(6);
		Fax No:	(202) 662-3256
		Congressional District:	DISTRICT OF COLUMBIA 00
Business Category			
Organization Type:	CORPORATE NOT TA	Business Types	<input checked="" type="checkbox"/> Corporate Entity, Not Tax Exempt
Number of Employees:	(b)(4)	Relationship With Federal Government	<input checked="" type="checkbox"/> Contracts
State of Incorporation:		Organization Factors	<input checked="" type="checkbox"/> For Profit Organization
Country of Incorporation:	USA		
Annual Revenue:	(b)(4)		
Contract Data			
Type of Contract:	Firm Fixed Price		
Inherently Governmental Functions:	Other Functions		
Multiyear Contract:	No		
Major Program:			
National Interest Action:	None		
Cost Or Pricing Data:	Select One		
Purchase Card Used As Payment Method:	No		
Uninitialized Action:	No		
	Yes - Service where PBA is used.		

Performance Based Service Acquisition:

* FY 2004 and prior; 80% or more specified as performance requirement

* FY 2005 and later; 50% or more specified as performance requirement

Contingency Humanitarian Peacekeeping Operation:

Contract Financing:

Cost Accounting Standards Clause:

Consolidated Contract:

Number Of Actions:

Not Applicable

Select One

Select One

No

1

Legislative Mandates

Clinger-Cohen Act:

Labor Standards:

Materials, Supplies, Articles, and Equip:

Construction Wage Rate Requirements:

Additional Reporting:

Interagency Contracting Authority:

Other Interagency Contracting Statutory Authority:
(1000 characters)

No

Not Applicable

Not Applicable

Not Applicable

Select One or More Options
Service Contract Inventory
None of the Above

Not Applicable

Principal Place of Performance

Principal Place Of Performance Code:

State Location Country

DC USA

Principal Place Of Performance

County Name:

DISTRICT OF COLUMBIA

Principal Place Of Performance City Name:

WASHINGTON

Congressional District Place Of Performance:

00

Place Of Performance Zip Code(+4):

20036 - 2412 USPS ZIP Codes

Product Or Service Information

Product/Service Code:

R799

Description: SUPPORT- MANAGEMENT: OTHER

Principal NAICS Code:

541611

Description: ADMINISTRATIVE MANAGEMENT AND GENERAL I

Bundled Contract:

Not a bundled requirement

DOD Acquisition Program:

Description:

Country of Product or Service Origin:

USA

UNITED STATES

Place of Manufacture:

Not a manufactured end product

Domestic or Foreign Entity:

Select One

Recovered Materials/Sustainability:

No Clauses Included and No Sustainability Included

OMB Policy on Sustainable Acquisition

InfoTech Commercial Item Category:

Select One

Claimant Program Code:

Description:

Sea Transportation:

Select One

GFP Provided Under This Action:

Transaction does not use GFP

Use Of EPA Designated Products:

Not Required

Description Of Requirement:
(4000 characters)

INTEGRATED MANAGEMENT CONSULTING SERVICES

IGF::OT::IGF

Competition Information

Extent Competed For Referenced IDV:

Extent Competed:

Full and Open Competition

Solicitation Procedures:

Subject to Multiple Award Fair Opportunity

IDV Type Of Set Aside:

No set aside used.

Type Of Set Aside:

Select One

Type Of Set Aside Source:

FSS

Evaluated Preference:

No Preference used

SBIR/STTR:

Select One

Fair Opportunity/Limited Sources:

Other Statutory Authority

Other Than Full And Open Competition:

Select One

Local Area Set Aside:

No

FedBizOpps:

Not Applicable

A76 Action:

No

Commercial Item Acquisition Procedures:

Commercial Item Procedures not used

IDV Number of Offers:	<input type="text" value="999"/>	
Number Of Offers Received:	<input type="text" value="1"/>	Number of Offers Source: <input type="text" value="This Action"/>
Small Business Competitiveness Demonstration Program:	<input type="checkbox"/>	
Simplified Procedures for Certain Commercial Items:	<input type="text" value="No"/> <input type="button" value="v"/>	
Preference Programs / Other Data		
Contracting Officer's Business Size Selection:	<input type="text" value="Other than Small Business"/> <input type="button" value="v"/>	
Subcontract Plan:	<input type="text" value="Select One"/> <input type="button" value="v"/>	
Price Evaluation Percent Difference:	<input type="text"/>	%

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. P00022		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
6. ISSUED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				(x)											
				9A. AMENDMENT OF SOLICITATION NO.											
				9B. DATED (SEE ITEM 11)											
CODE 8252293180000 FACILITY CODE				x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003											
				10B. DATED (SEE ITEM 13) 12/26/2016											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule															
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE X</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c)</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c)		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c)														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)															
The purpose of this modification is to provide a no-cost extension of performance to July 13, 2018. All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Delivery: 30 Days After Award Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Partner				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)											
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C) (Signature of person authorized to sign)		15C. DATE SIGNED 06/29/2018		16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (per)		16C. DATE SIGNED June 29, 2018									

NSN 7540-01-152-8070
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STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

2019-ICLI-00048 000909

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00022PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 07/13/2018 Change Item 3004 to read as follows (amount shown is the obligated amount): 3004 Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 7/13/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				0.00

From: (b)(6); (b)(7)(C)
To:
Cc:
Subject: RE: HSCECR-17-F-00003 P00022
Date: Friday, June 29, 2018 12:32:00 PM
Attachments: 05.03 HSCECR-17-F-00003 P00022 Signed.pdf

Thank you (b)(6); (b)(7)(C)

Please find attached our signed and executed modification extending the POP of HSCECR-17-F-00003 to July 13, 2018.

(b)(6); (b)(7)(C)
Section Chief | Detention, Compliance & Removals
DHS | ICE | Office of Acquisition Management (OAQ)
Office: 202-732-(b)(6); Mobile: 202-380-(b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Friday, June 29, 2018 11:52 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: HSCECR-17-F-00003 P00022

(b)(6); (b)(7)(C)

Please find attached, a copy of the modification signed by McKinsey.

Regards,

(b)(6); (b)(7)(C)
McKinsey & Company, Inc.
1200 19th Street, NW Suite 1100
Washington, DC 20036
office: (b)(6); (b)(7)(C)
voip:
mobil
(b)(6); (b)(7)(C)

From: (b)(6); (b)(7)(C)
Sent: Friday, June 29, 2018 11:34 AM
To: (b)(6); (b)(7)(C)
Cc:
Subject: [EXT]HSCECR-17-F-00003 P00022
Importance: High

(b)(6); (b)(7)(C)

Please find attached the draft modification. Please have the modification signed and returned me at your earliest convenience. Thank you.

(b)(6); (b)(7)(C)

Section Chief | Detention, Compliance & Removals

DHS | ICE | Office of Acquisition Management (OAQ)

Office: 202-732-(b)(6); Mobile: 202-380-(b)(6);

Email: (b)(6); (b)(7)(C)

+=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====+

From: (b)(6); (b)(7)(C)
Sent: 7 Oct 2017 19:16:22 -0400
To: (b)(6); (b)(7)(C)
Cc:
Subject: Re: CPARS Notification (Contract: GS10F0118S HSCECR16F00004)

Hi (b)(6) - just sending a separate email specifically on this to see if McKinsey's CPAR POC can be changed to (b)(6);

(b)(6); (b)(7)(C)

Thanks!

(b)(6)

(b)(6); (b)(7)(C)

Date: 05/01/2017 11:17 AM
Subject: CPARS Notification (Contract: GS10F0118S HSCECR16F00004)

CPARS NOTIFICATION
https://urldefense.proofpoint.com/v2/url?u=https-3A_www.cpars.gov&d=DwICAg&c=yIH1_-b1hO27QV_BdDph9suDL0Jq0WcgndLmIuQXoms&r=zgPWFJezcvDR83tHHvf0xU1Hq1DAs2PLj8dUAIpO3y8&m=SxB-5hHEahf8W7zMUqo8G_uJxQIU0b8PxCeRoDQSlK4&s=VeyrjDJuY2bfeVS4OLkIBSUdXbaidO2wTgHwlwrgZTY&e=

Sent By/Respond To: (b)(6); (b)(7)(C)

McKinsey
1200 19th Street NW Suite 1100
Washington, DC 20036

SUBJECT: Interim CPARS evaluation for Contract GS10F0118S Order HSCECR16F00004

Dear (b)(6); (b)(7)(C)

Good performance by Federal contractors is essential. The Federal Acquisition Regulation requires all Federal agencies to collect past performance information on contracts. CPARS has been implemented to comply with this regulation and to ensure that source selection officials have a detailed evaluation of contractors' past performance. We have performed an evaluation of your company's work on contract GS10F0118S order HSCECR16F00004 for the period 03/14/2016 through 03/13/2017.

To access this evaluation:

* Go to https://urldefense.proofpoint.com/v2/url?u=https-3A__www.cpars.gov&d=DwICAg&c=yIH1_-blhO27QV_BdDph9suDL0Jq0WcgndLmIuQXoms&r=zgPWFJezcvDR83tHHvf0xU1Hq1DAs2PLj8dUAIpO3y8&m=SxB-5hHEahf8W7zMUqo8G_uJxQIU0b8PxCeRoDQSlK4&s=VeyrjDJuY2bfeVS4OLkIBSUdXbaidO2wTgHwlwrgZTY&e=

- * Click on 'System Logon' and log in. If you forgot your User ID or Password, use the 'Forgot User ID' or 'Forgot Password' function. Contractor users are encouraged to obtain and use a PKI certificate.
- * Select the CPARS module
- * From the Main Menu click on the 'To-Do List'
- * Click on the Contract Number
- * Tab through the evaluation, provide comments and indicate your concurrence/non-concurrence with the Government's review (see below for time constraints)
- * Comments should focus on objective facts in the Government's narrative as well as providing your views on the causes and ramifications of the assessed performance
- * Click the 'Validate and Send to the Assessing Official' button when finished

You have 14 calendar days following the Assessing Official signature date (05/01/2017) to submit comments before the evaluation is made available in the Past Performance Information Retrieval System (PPIRS). You have a total of 60 calendar days following the Assessing Official signature date to submit comments. Any comments that you submit will be posted to PPIRS. If you do not sign and return the evaluation within 60 calendar days the evaluation will be returned to the Assessing Official, you will no longer be able to provide comments and the evaluation will be annotated as follows: 'The report was delivered/received by the contractor on 05/01/2017. The contractor neither signed nor offered comment in response to this evaluation.' Partially completed comments that were not signed and returned to the Government within 60 calendar days will be removed from the evaluation.

The following guidelines apply concerning your use of CPARS:

- a. If for some reason you are unable to view and/or submit the evaluation through the automated system, contact the Focal Point for instructions. The Focal Point for this contract is (b)(6);(b)(7)(C) who can be reached at 202-732-(b)(6).
- b. If you desire a meeting to discuss this evaluation, it should be requested in writing no later than seven days following your receipt of this notification. A meeting will then be held during your 60 day review period.
- c. Protect the evaluation as 'source selection information'. Strictly control access to the evaluation within your organization. Ensure it is never released to persons or entities outside of your control, this includes using the evaluation for advertising, promotional material, pre-award surveys, production readiness reviews, or other similar purposes.
- d. A copy of this evaluation will be available through the automated

system once it is completed by the Government. You will receive an automated email notification at the time of completion.

The CPARS process is designed to fairly evaluate your performance under this specific contract. The guidelines used to prepare this evaluation are available at the website provided above. If you have any questions, feel free to contact me at (202) 732-(b)(6); or (b)(6); (b)(7)(C)

Sincerely,

(b)(6); (b)(7)(C)

ASSESSING OFFICIAL

+=====

=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====

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U.S. Immigration
and Customs
Enforcement

Risk sharing and guaranteed minimums

“Bite Sized” Knowledge Event Presentation

Questions that we'll answer today

- **What's the big idea?**
- How do we use this?
- Where do things get tricky?
- What do I take away from this?

What is risk sharing and why does it matter?

(b)(4); (b)(5)



Key terms for risk sharing and guaranteed minimum

(b)(4); (b)(5)



Details on risk sharing in the detention industry

(b)(4); (b)(5)



Differences in bed-night rate and total contract cost for risk sharing and guaranteed minimum structuring

(b)(4); (b)(5)



What does a vendor's cost structure and desired profit suggest what prices they want to charge to make money on a facility?

(b)(4); (b)(5)



There are two different ways to set up GMs, which share risk differently

(b)(4); (b)(5)



Questions that we'll answer today

- What's the big idea?
- **How do we use this?**
- Where do things get tricky?
- What do I take away from this?

Activity: Contract pricing structure at GCA Rio Grande

(b)(4); (b)(5)



Answer key: Contract pricing structure at GCA Rio Grande

(b)(4); (b)(5)



Questions that we'll answer today

- What's the big idea?
- How do we use this?
- **Where do things get tricky?**
- What do I take away from this?

Watch outs!

(b)(4); (b)(5)



Questions that we'll answer today

- What's the big idea?
- How do we use this?
- Where do things get tricky?
- **What do I take away from this?**

RISK SHARING AND GUARANTEED MINIMUMS

(b)(4); (b)(5)



From: (b)(6); (b)(7)(C)
Sent: 12 Jul 2017 12:06:16 -0400
To: (b)(6); (b)(7)(C)
Subject: OAQ-ERO Coordination JN working slide 8 20170712T1159-04.pptx
Attachments: OAQ-ERO Coordination JN working slide 8 20170712T1159-04.zip

(b)(6);
(b)(7)(C)

I made some updates to our progress page. We don't have a printer here. Do you still have your intern to print 5 single page copies for our meeting?

Regards,

(b)(6);

+=====+
=====+

This email is confidential and may be privileged. If you have received it in error, please notify us immediately and then delete it. Please do not copy it, disclose its contents or use it for any purpose.

+=====+
=====+

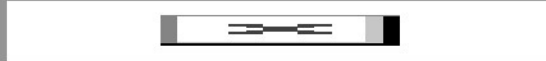
Krome

(b)(4); (b)(5)



From: (b)(6); (b)(7)(C)
Sent: 10 Nov 2017 10:30:12 +0000
To: (b)(6); (b)(7)(C)
Subject: Please share your feedback – TCO Procurement Strategy

We greatly
value your
feedback!



Dear

(b)(6);
(b)(7)(C)

We greatly value the opportunity to work with you on this project. As you know, we aim to make a lasting difference to your organization. **To ensure we are fulfilling this mission, we'd like to ask for your feedback.**

Below is a button to a short, simple survey. This will help inform a broader conversation about your experience of working with McKinsey.

Please click on the button and provide your feedback by 24/11/17 (dd/mm/yy).

This survey is secure, and only one response can be submitted per link. Only your McKinsey team will see your feedback.

This survey is secure, and only one response can be submitted per link. Only your McKinsey team will see your feedback.

Thank you for your collaboration!

McKinsey client feedback

(This email is sent to you on behalf of Tony D'Emidio)

If you are not directed to the survey automatically, you can also paste the URL provided below into your browser's address bar

http://ctd.mckinsey.com/wix/p50529640.aspx?__sid__=-5v-XVg4IR0--2dXIkik-sBSAFIIRaa7O2qfMurPAJmhtqgd-WnHudHgDMkNkHbGBYSjg4NNCsLFiLxHoURgrw2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6); (b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004 10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the attached and finalized Performance Work Statement and Quality Assurance Surveillance Plan from the Vendor.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Period of Performance: 03/21/2016 to 03/20/2017				

Performance Work Statement
ICE ERO Change Management Services
March 31, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is under pressure to meet an evolving set of competing demands, assuming a wider law enforcement role and more highly-specialized focus areas (e.g., fugitive operations), with no let-up in current mission requirements. In the face of these challenges, ERO has begun making substantial changes to its operations and business practices, including actions on immigration policy, information technology, a single career path, and business process reengineering initiatives.

2. OBJECTIVES

ERO wishes to take a fresh look at the organization's vision and strategy, fundamentally transforming the way the organization operates while boosting employee engagement and morale. Specifically, ERO has six objectives for this effort:

1. Complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas.
2. Make actionable recommendations for ERO to make tangible improvements in critical areas identified.
3. Recommend performance metrics to measure outcomes for this transformational effort and achievable goals to define successful outcomes.
4. Provide consulting services, as requested by ERO, through the period of performance for the purpose of evaluating the effectiveness of recommendations made by the contractor and implementation efforts by ERO.
5. Update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives regarding immigration policy, DHS civil immigration enforcement priorities, workforce changes, operational ties with partner immigration agencies, data synchronization issues across agencies, existing information technology initiatives, and other major business process reengineering initiatives underway.
6. Provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders.

3. SCOPE

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Base Period: March 21, 2016 – March 20, 2017
Option Period I: March 21, 2017 – March 20, 2018
Option Period II: March 21, 2018 – March 20, 2019
Option Period III: March 21, 2020 – September 20, 2020

5. TASKS AND DELIVERABLES

Task 1 (Aspire): Update and refine mission and vision, and recommend performance metrics (Objectives 3 and 5)

The contractor will update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives (Objective 5). The contractor will also recommend performance metrics for the transformation (Objective 3). Key activities include:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions
- Identify impacted ERO, ICE, DHS, and external stakeholders
- Update and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs
- Recommend performance metrics to measure outcomes for transformational effort

Deliverables:

- Kickoff meeting
- Project plan
- Updated and refined vision and strategy
- Performance metrics

Task 2 (Assess/Architect): Complete a full assessment of ERO's organization, identify critical areas for improvement, and develop actionable recommendations (Objectives 1 and 2)

The contractor will complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas (Objective 1). Each of the areas for gap assessment will result in tangible improvement opportunities and actionable recommendations for organizational transformation (Objective 2). Key activities include:

- Examine any current ERO operational workforce analyses, and develop an ERO-wide staffing model
- Assess and determine additional ERO workforce skill requirements
- Develop workforce training and professional development opportunities
- Develop a career progression strategy
- Develop personnel and HR processes for hiring, building, and supporting a stellar workforce
- Assess ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess the operating model ERO uses to identify aliens that present a public safety/national security risk
- Provide recommendations concerning restructuring ERO operating model, including programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess ERO's data management and data sharing practices
- Develop recommendations to ensure the right data and analysis is available to those who need it for enhancing core mission performance and meeting internal and external reporting requirements

Deliverables:

- A full assessment of ERO's workforce, organizational structure, operating model and IT
- Actionable recommendations to improve the effectiveness and efficiency of ERO's workforce, organizational structure, operating model and IT
- Further updated and refined vision and strategy

Task 3 (Act and Advance): Communicate, implement, and evaluate effectiveness of refined strategy and vision (Objectives 4 and 6)

The contractor will provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders (Objective 6). As part of this process, the contractor will also continue to support ERO in evaluating the effectiveness of recommendations and implementation efforts by ERO (Objective 4). Key activities include:

- Launch quick wins

- Develop the high-level implementation strategy
- Prioritize and sequence the key initiatives (timelines and milestones)
- Identify resource needs
- Refine metrics and tools to measure progress
- Create communications plans to articulate and share ERO's vision, goals, and plans with stakeholders
- Engage internal and external stakeholders to ensure awareness and support of vision and transformation
- Develop communications tools and products to articulate rationale for change and role of stakeholders in effecting change
- Codify the work performed
- Perform ongoing evaluation activities

Deliverables:

- Strategies to communicate and implement transformation
- Periodic effectiveness evaluations (one during base period and approx. every 3 months during option periods)

6. DELIVERABLE SCHEDULE

No.	Deliverable	Delivery Date
BASE PERIOD – TASK 1		
1.	Kickoff Meeting	3/25/16
2.	Project Plan	4/1/16
3.	Updated and refined vision and strategy (Obj 5)	5/13/16
4.	Performance metrics (Obj 3)	5/13/16
BASE PERIOD – TASK 2		
5.	Full assessment of ERO organization (Obj 1)	9/2/16
6.	Actionable recommendations (Obj 2)	10/28/16
7.	Updated and refined vision and strategy (Obj 5)	10/28/16
BASE PERIOD – TASK 3		
8.	Strategies to communicate and implement transformation (Obj 6)	12/23/16
9.	Effectiveness evaluation (Obj 4)	3/17/17
OPTION PERIOD I		
1.	Effectiveness evaluation (Obj 4)	6/16/17
2.	Effectiveness evaluation (Obj 4)	9/15/17
3.	Effectiveness evaluation (Obj 4)	12/15/17
4.	Effectiveness evaluation (Obj 4)	3/16/18
OPTION PERIOD II		
1.	Effectiveness evaluation (Obj 4)	6/15/18
2.	Effectiveness evaluation (Obj 4)	9/14/18
3.	Effectiveness evaluation (Obj 4)	12/14/18
4.	Effectiveness evaluation (Obj 4)	3/15/19
OPTION PERIOD III		
1.	Effectiveness evaluation (Obj 4)	6/14/19
2.	Effectiveness evaluation (Obj 4)	9/13/19
Bi-weekly progress meetings will occur throughout base and option periods		

Quality Assurance Surveillance Plan
ICE ERO Change Management Services
March 31, 2016

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for DHS ICE ERO Change Management Services. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

- 3.1 Kickoff meeting
- 3.2 Project plan
- 3.3 Updated and refined ERO vision and strategy development
- 3.4 Performance metric development for ICE ERO transformation
- 3.5 Full assessment of ERO organization
- 3.6 Actionable recommendations for ERO transformation
- 3.7 Strategies to communicate and implement ERO transformation
- 3.8 Effectiveness evaluations of ERO transformation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO CHANGE MANAGEMENT SERVICES PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
Kickoff Meeting	Held within the stated timeframe Objectives for meeting outlined and met	100%	3/25/2016	Participation and direct verbal and written feedback
Project Plan	Delivered within the stated timeframe Outlines key milestones and objectives and roles / responsibilities	100%	4/1/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Performance metrics	Delivered within the stated timeframe Contains agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Full assessment of ERO organization	Delivered within the stated timeframe Contain agreed-upon elements	100%	9/2/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Actionable recommendations	Delivered within the stated timeframe	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
	Contain agreed-upon elements			Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Strategies to communicate and implement transformation	Delivered within the stated timeframe Contain agreed-upon elements	100%	12/23/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Effectiveness evaluation	Delivered within the stated timeframe Contain agreed upon elements	100%	3/17/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

DELIVERABLE: _____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Deliverable

ANALYSIS OF RESULTS:

Performance standard	Quality level
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	<input type="checkbox"/> Meets Standards <input type="checkbox"/> Does not meet Standards

Comments: _____

PREPARED BY: _____ **DATE:** _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116EROLESA0016	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6); (b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004	
				10B. DATED (SEE ITEM 13) 03/14/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$208,000.00	
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 825229318					
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
The purpose of this modification is to add required travel funding in the amount of \$208,000.00 to Base Period Travel. The ceiling price for line item 10002 is increased to \$233,000.00.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		(b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				(b)(6); (b)(7)(C)	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004/P00002PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10002	<p>All other terms and conditions remain unchanged. Exempt Action: N Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536</p> <p>Accounting Info: (b)(7)(E)</p> <p>FOB: Destination Period of Performance: 03/21/2016 to 03/20/2017</p> <p>Change Item 10002 to read as follows (amount shown is the total amount):</p> <p>BASE PERIOD TRAVEL</p>				233,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192116EROLESA0027		5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6)		CODE			
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.			
MCKINSEY COMPANY INC WASHINGTON DC ATTN (b)(6); (b)(7)(C) 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036				(x)			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004			
				10B. DATED (SEE ITEM 13) 03/14/2016			
CODE 8252293180000		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Decrease: -\$703,415.91			
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
X Deobligation of funds							
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 825229318							
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
The purpose of this modification is to deobligate funds from CLIN 10003 in the amount of \$703,415.91.							
All other terms and conditions remain unchanged.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
(b)(6); (b)(7)(C) Partner				(b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR		(b)(6); (b)(7)(C)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				9/21/2016		(b)(6); (b)(7)(C)	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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2 2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10003	Exempt Action: N Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2017 Change Item 10003 to read as follows (amount shown is the total amount): BASE PERIOD SURGE SERVICES				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

8

2. AMENDMENT/MODIFICATION NO.

P00004

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(x) 9A. AMENDMENT OF SOLICITATION NO.

MCKINSEY COMPANY INC WASHINGTON DC

ATTN (b)(6); (b)(7)(C)

1200 19TH ST NW

SUITE 1100

WASHINGTON DC 20036

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-10F-0118S

HSCECR-16-F-00004

10B. DATED (SEE ITEM 13)

03/14/2016

CODE 8252293180000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Deobligation of funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318

COR: (b)(6); (b)(7)(C) (202) 732-4 (b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732- (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (202) 732- (b)(6); (b)(7)(C)

The purpose of this modification is to update and incorporate the attached revised
Performance Work Statement and Milestones Payment Plan.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

g Officer)

11/14/16

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

2019-ICLI-00048 000949

CONTINUATION SHEET

REFERENCE NO.	OF DOCUMENT BEING CONTINUED
1	2

GS-10F-0118S/HSCECR-16-F-00004/P00004

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2

8

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Period of Performance: 03/21/2016 to 03/20/2017				

Performance Work Statement
ICE ERO Change Management Services
March 31, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is under pressure to meet an evolving set of competing demands, assuming a wider law enforcement role and more highly-specialized focus areas (e.g., fugitive operations), with no let-up in current mission requirements. In the face of these challenges, ERO has begun making substantial changes to its operations and business practices, including actions on immigration policy, information technology, a single career path, and business process reengineering initiatives.

2. OBJECTIVES

ERO wishes to take a fresh look at the organization's vision and strategy, fundamentally transforming the way the organization operates while boosting employee engagement and morale. Specifically, ERO has six objectives for this effort:

1. Complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas.
2. Make actionable recommendations for ERO to make tangible improvements in critical areas identified.
3. Recommend performance metrics to measure outcomes for this transformational effort and achievable goals to define successful outcomes.
4. Provide consulting services, as requested by ERO, through the period of performance for the purpose of evaluating the effectiveness of recommendations made by the contractor and implementation efforts by ERO.
5. Update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives regarding immigration policy, DHS civil immigration enforcement priorities, workforce changes, operational ties with partner immigration agencies, data synchronization issues across agencies, existing information technology initiatives, and other major business process reengineering initiatives underway.
6. Provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders.

3. SCOPE

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Base Period: March 21, 2016 – March 20, 2017

Option Period I: March 21, 2017 – March 20, 2018

Option Period II: March 21, 2018 – March 20, 2019

Option Period III: March 21, 2020 – September 20, 2020

5. TASKS AND DELIVERABLES

Task 1 (Aspire): Update and refine mission and vision, and recommend performance metrics (Objectives 3 and 5)

The contractor will update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives (Objective 5). The contractor will also recommend performance metrics for the transformation (Objective 3). Key activities include:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions
- Identify impacted ERO, ICE, DHS, and external stakeholders
- Update and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs
- Recommend performance metrics to measure outcomes for transformational effort

Deliverables:

- Kickoff meeting
- Project plan
- Updated and refined vision and strategy
- Performance metrics

Task 2 (Assess/Architect): Complete a full assessment of ERO's organization, identify critical areas for improvement, and develop actionable recommendations (Objectives 1 and 2)

The contractor will complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas (Objective 1). Each of the areas for gap assessment will result in tangible improvement opportunities and actionable recommendations for organizational transformation (Objective 2). Key activities include:

- Examine any current ERO operational workforce analyses, and develop an ERO-wide staffing model
- Assess and determine additional ERO workforce skill requirements
- Develop workforce training and professional development opportunities
- Develop a career progression strategy
- Develop personnel and HR processes for hiring, building, and supporting a stellar workforce
- Assess ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess the operating model ERO uses to identify aliens that present a public safety/national security risk
- Provide recommendations concerning restructuring ERO operating model, including programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess ERO's data management and data sharing practices
- Develop recommendations to ensure the right data and analysis is available to those who need it for enhancing core mission performance and meeting internal and external reporting requirements

Deliverables:

- A full assessment of ERO's workforce, organizational structure, operating model and IT
- Actionable recommendations to improve the effectiveness and efficiency of ERO's workforce, organizational structure, operating model and IT
- Further updated and refined vision and strategy

Task 3 (Act and Advance): Communicate, implement, and evaluate effectiveness of refined strategy and vision (Objectives 4 and 6)

The contractor will provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders (Objective 6). As part of this process, the contractor will also continue to support ERO in evaluating the effectiveness of recommendations and implementation efforts by ERO (Objective 4). Key activities include:

- Launch quick wins

- Develop the high-level implementation strategy
- Prioritize and sequence the key initiatives (timelines and milestones)
- Identify resource needs
- Refine metrics and tools to measure progress
- Create communications plans to articulate and share ERO's vision, goals, and plans with stakeholders
- Engage internal and external stakeholders to ensure awareness and support of vision and transformation
- Develop communications tools and products to articulate rationale for change and role of stakeholders in effecting change
- Codify the work performed
- Perform ongoing evaluation activities

Deliverables:

- Strategies to communicate and implement transformation
- Periodic effectiveness evaluations (one during base period and approx. every 3 months during option periods)

6. DELIVERABLE SCHEDULE

No.	Deliverable	Delivery Date
BASE PERIOD – TASK 1		
1.	Kickoff Meeting	3/25/16
2.	Project Plan	4/1/16
3.	Updated and refined vision and strategy (Obj 5)	6/3/16
4.	Performance metrics (Obj 3)	11/18/16
BASE PERIOD – TASK 2		
5.	Full assessment of ERO organization (Obj 1)	9/2/16
6.	Actionable recommendations (Obj 2)	11/18/16
7.	Updated and refined vision and strategy (Obj 5)	11/18/16
BASE PERIOD – TASK 3		
8.	Strategies to communicate and implement transformation (Obj 6)	12/23/16
9.	Effectiveness evaluation (Obj 4)	3/17/17
OPTION PERIOD I		
1.	Effectiveness evaluation (Obj 4)	6/16/17
2.	Effectiveness evaluation (Obj 4)	9/15/17
3.	Effectiveness evaluation (Obj 4)	12/15/17
4.	Effectiveness evaluation (Obj 4)	3/16/18
OPTION PERIOD II		
1.	Effectiveness evaluation (Obj 4)	6/15/18
2.	Effectiveness evaluation (Obj 4)	9/14/18
3.	Effectiveness evaluation (Obj 4)	12/14/18
4.	Effectiveness evaluation (Obj 4)	3/15/19
OPTION PERIOD III		
1.	Effectiveness evaluation (Obj 4)	6/14/19
2.	Effectiveness evaluation (Obj 4)	9/13/19
Bi-weekly progress meetings will occur throughout base and option periods		

Milestone	Delivery Date	Amount
Updated and refined vision and strategy (Obj 5)	6/3/2016	(b)(4)
Comprehensive Status Report	7/15/2016	
Performance metrics (Obj 3), Full assessment of ERO organization (Obj 1)	9/2/2016	
Actionable recommendations (Obj 2), Updated and refined vision and strategy (Obj 5)	11/18/2016	
Strategies to communicate and implement transformation (Obj 6)	12/23/2016	
Effectiveness evaluation (Obj 4)	3/17/2017	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00018		See Block 16C		192118EROLESA0023			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		ICE/DCR				ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003			
				10B. DATED (SEE ITEM 13) 12/26/2016			
CODE 8252293180000		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$559,443.67	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) 52.217-9						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 825229318							
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
The purpose of this modification is to exercise CLIN 1006. The period of performance for CLIN 1006 is 4/1/2018 - 6/30/18. The period of performance of this order is extended to 6/30/2018. Funding is provided as shown below.							
All other terms and conditions remain the same.							
Exempt Action: N Sensitive Award: NONE							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				(b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				(b)(6); (b)(7)(C)		2/26/2018	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00018PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	<p>Discount Terms: Net 30</p> <p>Accounting Info: (b)(7)(E)</p> <p>FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution</p> <p>Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p>				559,443.67

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES									
						1 3									
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
P00019		See Block 16C		192118OHC06090051											
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE									
		ICE/DCR				ICE/DCR									
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.											
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				(x)											
				9B. DATED (SEE ITEM 11)											
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003											
CODE 8252293180000 FACILITY CODE				10B. DATED (SEE ITEM 13) 12/26/2016											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$1,679,656.65									
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) FAR 52.217-9</td> </tr> </table>								CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) FAR 52.217-9
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
DUNS Number: 825229318															
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)															
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)															
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)															
The purpose of this modification is to:															
1) Exercise and fully fund optional CLIN 3004 at \$1,679,656.65. The new period of performance (POP) for CLIN 3004 is 3/19/2018 - 6/10/2018.															
2) Modify the POP for unexercised optional CLINs 3005 and 3006. The POP for both CLINs is Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)											
				(b)(6); (b)(7)(C)											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
(Signature of person authorized to sign)				(b)(6); (b)(7)(C)		3/14/2018									

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	now 6/11/2018 - 10/28/2018. All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018 Change Item 3004 to read as follows (amount shown is the obligated amount):				
3004	Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 6/10/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 3005 to read as follows (amount shown is the obligated amount):				1,679,656.65
3005	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion) Period of Performance: 6/11/2018 - 10/28/2018 Amount: (b)(4) (Option Line Item) 11/24/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00 Change Item 3006 to read as follows (amount shown is the obligated amount):				0.00
3006	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00019

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3 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 6/11/2018 - 10/28/2018</p> <p>Amount: (b)(4) (Option Line Item)</p> <p>11/24/2017</p> <p>Product/Service Code: R799</p> <p>Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: \$0.00</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00020		See Block 16C		192118EROLESA0031			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		ICE/DCR				ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003			
				10B. DATED (SEE ITEM 13) 12/26/2016			
CODE 8252293180000		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$559,443.67	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9						
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 825229318							
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)							
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)							
The purpose of this modification is to provide incremental funds to CLIN 1006 in the amount of \$559,443.67. Total funds for this order are as follows:							
From: (b)(4) By: To: Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
(b)(6); (b)(7)(C) Partner				(b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C)		15C. DATE SIGNED		16B. UNIT (b)(6); (b)(7)(C)		16C. DATE SIGNED	
		04/19/2018				April 19, 2018	
(Signature of person authorized to sign)							
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00020	PAGE	OF
		2	3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	<p>This modification also updates the POP for CLINs 3004, 3005, and 3006. The current CLIN, CLIN 3004, is being extended by two weeks at no cost to the Government. The POP for CLINs 3005 and 3006 will shift by two weeks but will not be extended beyond their original duration of 20 weeks. The POP for these CLINs is now as follows:</p> <p>CLIN 3004: 3/19/2018 - 6/24/2018 CLIN 3005: 6/25/2018 - 11/12/2018 CLIN 3006: 6/25/2018 - 11/12/2018</p> <p>All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution</p> <p>Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: \$ Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: \$0.00 Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p>				559,443.67
3004	<p>Talent Management Strategy Step 3b: Continue implementing immediate Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00020PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	improvements to streamline the hiring process Period of Performance: 3/19/2018 - 6/24/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: \$0.00				
3005	Change Item 3005 to read as follows (amount shown is the obligated amount): Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion) Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00				0.00
3006	Change Item 3006 to read as follows (amount shown is the obligated amount): Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion) Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0034		5. PROJECT NO. (If applicable)								
6. ISSUED BY ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		CODE ICE/DCR								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412				(x) 9A. AMENDMENT OF SOLICITATION NO.										
				9B. DATED (SEE ITEM 11)										
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003										
				10B. DATED (SEE ITEM 13) 12/26/2016										
CODE 8252293180000		FACILITY CODE												
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS														
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.														
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$559,443.67								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) Incremental Funding</td> </tr> </table>							CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) Incremental Funding
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.													
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).													
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:													
X	D. OTHER (Specify type of modification and authority) Incremental Funding													
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)														
DUNS Number: 825229318														
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)														
Contracting Officer: (b)(6); (202) 732-(b)(6); (b)(7)(C)														
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)														
The purpose of this modification is to provide incremental funds to CLIN 1006 in the amount of \$559,443.67. Total funds for this order are as follows: From: (b)(4) By: To: Continued ...														
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.														
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)										
				(b)(6); (b)(7)(C)										
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED								
(Signature of person authorized to sign)				(b)(6); (b)(7)(C)		May 16, 2018								
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243										

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00021PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1006	<p>All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E)</p> <p>FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018</p> <p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution</p> <p>Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: \$ Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				559,443.67

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00022		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003	
				10B. DATED (SEE ITEM 13) 12/26/2016	
CODE 8252293180000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4 (c)				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)					
The purpose of this modification is to provide a no-cost extension of performance to July 13, 2018.					
All other terms and conditions remain the same.					
Exempt Action: N Sensitive Award: NONE					
Delivery: 30 Days After Award					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Partner		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)			
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C)		15C. DATE SIGNED 06/29/2018		16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	
(Signature of person authorized to sign)				16C. DATE SIGNED June 29, 2018	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00022

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Discount Terms: Net 30</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536</p> <p>Accounting Info: (b)(7)(E)</p> <p>FOB: Destination Period of Performance: 01/03/2017 to 07/13/2018</p> <p>Change Item 3004 to read as follows (amount shown is the obligated amount):</p> <p>3004 Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process</p> <p>Period of Performance: 3/19/2018 - 7/13/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				0.00

My FBO	My Profile	Notices	Document Packages
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Welcome, (b)(6) Accessibility User Guide Logout

Fair Opportunity / Limited Sources JustificationHSCECR-17-F-00003

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Notice Information	Packages	Interested Vendors	Print	Link
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Note: This is a Fair Opportunity / Limited Sources Justification Notice

[Return To List](#)
[Archive](#)
[Print](#)

Notice Information

Solicitation:
HSCECR-17-F-00003

Agency/Office:
Immigration & Customs Enforcement

Location:
ICE-OAQ-DM

Title:
Integrated Consulting Services

Fair Opportunity / Limited Sources Justification Authority:
Only One Source (except brand name)

Contract Award Date:
October 23, 2017

Description(s):
Added: Nov 02, 2017 5:18 pm
THIS IS NOT A SOLICITATION.

This Limited Sources Justification is being posted in accordance with FAR 8.405-6.

This Limited Sources Justification was developed in accordance with FAR 8.405-6(a)(1)(i)(B).

Primary Point of Contact:
(b)(6); (b)(7)(C)
Phone: 202732 (b)(6)

Secondary Point of Contact:
(b)(6)
Contracting Officer
(b)(6); (b)(7)(C)

Contract Award Number:
GS-10F-0118S

Task/Delivery Order Number:
HSCECR-17-F-00003_P00013

Modification Number:
P00013

Contracting Office Address:
801 I Street, NW, (b)(6)
Washington, District of Columbia 20536
United States

Place of Contract Performance:
Washington, District of Columbia 20536
United States

Allow Vendors To Add/Remove From Interested Vendors:
No

Allow Vendors To View Interested Vendors List:
No


Recovery and Reinvestment Act Action:
No

Solicitation External Reference:
<https://www.fbo.gov/spg/DHS/INS/ICE-OAQ-DM/HSCECR-17-F-00003/listing.html>

PROCUREMENT NOTICE INFO
Created: November 2, 2017 4:51 pm
By: (b)(6)
Modified: November 2, 2017 5:18 pm
By: (b)(6)

GENERAL INFORMATION
Notice Type:
Fair Opportunity / Limited Sources Justification
Posted Date:
November 2, 2017
Response Date:
-
Archiving Policy:
Automatic, 15 days after response date
Archive Date:
December 2, 2017
Classification Code:
R -- Professional, administrative, and management support services
NAICS Code:
541 -- Professional, Scientific, and Technical Services/541611 -- Administrative Management and General Management Consulting Services

NOTICE HISTORY
Original Notice: HSCECR-17-F-00003 (Nov 02, 2017)

FILES
[Limited Sources Justification](#) 
Nov 02, 2017
[02.03 Limited Source...](#)

Solicitation External Reference To Packages:

<https://www.fbo.gov/spg/DHS/INS/ICE-OAQ-DM/HSCECR-17-F-00003/packages.html>

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[User Guide](#) [For Help: Federal Service Desk](#) [Accessibility](#)

■ [Fair Opportunity Enforcement Portal](#)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 38		
2. CONTRACT NO. GS-10F-0118S			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER HSCECR-17-F-00003		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE			7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6); (b)(7)(C)		b. TELEPHONE NUMBER (No collect calls) 202-732-4(b)(6)	
8. OFFER DUE DATE/LOCAL TIME			9. ISSUED BY CODE ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: SIZE STANDARD: </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536			16. ADMINISTERED BY CODE ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE 8252293180000 MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412			18a. PAYMENT WILL BE MADE BY CODE ICE-OCFO-OFM-DFC DHS ICE BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-OCFO-OFM-DFC WILLISTON VT 05495-1620		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.			20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT
			23. UNIT PRICE			24. AMOUNT		
			DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(6); (b)(7)(C) Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) (202) (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,608,792.49		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED (b)(6); (b)(7)(C) SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)		
						31c. DATE SIGNED 88 Dec 2016		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
732-	(b)(6); (b)(7)(C)				
	<p>This order establishes the Task Order entitled, "Enforcement and Removal Operations Transformation 2.0" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services.</p> <p>Services shall be provided in accordance with the attached Performance Work Statement and Quality Assurance Surveillance Plan as well as the Vendor's technical quote dated December 2, 2016, which is hereby incorporated by reference. All prices are in accordance with the Vendor's updated price quote dated December 12, 2016.</p> <p>This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order.</p> <p>Exempt Action: N</p> <p>Period of Performance: 01/03/2017 to 10/09/2017</p>				
1001	<p>Transformation Task 3</p> <p>Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site</p> <p>Fully Funded Obligation Amount: \$3,017,439.00</p> <p>Continued ...</p>				3,017,439.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incrementally Funded Amount: \$393,943.50 Requisition No: 192117EROLESA0006 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Amount: (b)(4) (Option Line Item) 04/24/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00				0.00
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Amount: (b)(4) (Option Line Item) 06/19/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00				0.00
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Amount: (b)(4) (Option Line Item) 08/14/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Continued ...				0.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Accounting Info: Funded: \$0.00 Total Cost of Ownership Procurement Strategy Step 1 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: Requisition No: 192117EROLESA0007 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				628,633.00
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Amount: (b)(4) (Option Line Item) 02/23/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: \$0.00				0.00
3001	Talent Management Strategy Step 1: Strategy Development Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0005 Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Funded: (b)(4)				1,309,955.00
3002	Talent Management Strategy Step 2: Strategy Implementation Amount: (b)(4) (Option Line Item) 03/06/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Product/Service Description: SUPPORT- MANAGEMENT: OTHER</p> <p>Accounting Info: Funded: \$0.00 INVOICE PAYMENT:</p> <p>INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.</p> <p>The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3</p> <p>Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.</p> <p>1. Invoices shall now be submitted via one of the following three methods: a. By mail: DHS,ICE, Burlington Finance Center P.O. Box 1620 Attn: ICE/ERO/FHQ/RMD Willinston, VT 05495-1620</p> <p>or</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov Invoices submitted by other than these three methods will be returned.</p> <p>The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.</p> <p>1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) Continued ...</p>				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 26.</p>				

**Performance Work Statement
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management
Strategy**

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security mission space. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for housing more than 30,000 detainees every day, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, with ~7,500 dedicated employees, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ICE must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ICE has embarked on an ambitious transformation of ERO to empower its people and strengthen public safety and national security in the current (and future) dynamic environment. In March 2016, the organization launched a disciplined three-phased approach:

- Task 1: Aspire to a bold strategic vision for ERO
- Task 2: Assess the strengths and weaknesses of the current model, and Architect new strategies and recommendations to address those weaknesses
- Task 3: Act on those recommendations and Advance the organization

2. OBJECTIVES

To date, ERO has completed the Task 1 aspiration, conducted its Task 2 assessment, and architected new strategies and recommendations to advance the organization. ERO now has three objectives:

1. Embark on Task 3 to pilot, refine, and implement the Task 2 recommendations
2. Improve ICE's and ERO's procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach
3. Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

3. SCOPE

The Contractor shall provide ERO with innovative strategic consulting services to support ICE in achieving the three objectives above: piloting and implementing the Task 2 recommendations, improving ICE's and ERO's procurement strategy, and enhancing talent management. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of the effort, and establishing and tracking performance of all

activities against metrics for success.

4. PERIOD OF PERFORMANCE

Transformation Task 3, Step 1a: January 3, 2017 – April 24, 2017

Transformation Task 3, Step 1b: April 25, 2017 – June 19, 2017

Transformation Task 3, Step 2a: June 20, 2017 – August 14, 2017

Transformation Task 3, Step 2b: August 15, 2017 – October 9, 2017

Total Cost of Ownership Step 1: January 3, 2017 – February 27, 2017

Total Cost of Ownership Steps 2-4: February 28, 2017 – May 22, 2017

Talent Management Strategy Step 1: January 3, 2017 – March 13, 2017

Talent Management Strategy Step 2: March 14, 2017 – May 22, 2017

5. TASKS AND DELIVERABLES

Task 3: Pilot, refine, and implement the Task 2 recommendations

The current effort includes several Task 3 activities: developing implementation strategies, developing communications strategies, and evaluating the effectiveness of the change. To increase the odds of a successful transformation, the contractor will support ERO in performing two additional steps within Task 3:

- Step 1: Test and refine the Task 2 recommendations via field “alpha” and “beta” tests, and at HQ.
- Step 2: Support the first full wave (i.e., Wave 1) of the ERO 2.0 roll out and implementation in the field, and continued refinement at HQ

Key activities include:

- Step 1a. Prepare for, execute, and incorporate lessons learned from the “alpha” field test in a single AOR (e.g., Detroit) and the HQ initiatives
 - Develop a set of detailed materials that provide practical guidelines and best practices for ERO staff to execute the recommendations developed in the Architect phase
 - Recruit and train a cohort of individuals who will help lead the pilot and subsequent roll-out of the transformation
 - Test the new strategies and recommendations in a representative “alpha” field office(s) to refine the future-state design, and identify capabilities required to implement
- Step 1b. Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a “beta” test in two additional field sites

- Refine the recommendations, detailed materials, and implementation strategies based on learnings from the “beta” test
- Refine ERO 2.0 HQ roll out
- Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs
 - Conduct a “bootcamp” for ERO individuals who will lead Wave 1 implementation
 - Provide support for individuals who are leading Wave 1 implementation in each AOR
 - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
 - Provide leadership coaching and facilitation to build capabilities of ERO’s leaders to execute the new model, manage the change, and continuously improve
- Step 2b. Roll out ERO 2.0 to San Antonio AOR
 - Conduct a “bootcamp” for ERO individuals who will lead Wave 1 implementation
 - Provide support for individuals who are leading Wave 1 implementation in each AOR
 - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
 - Provide leadership coaching and facilitation to build capabilities of ERO’s leaders to execute the new model, manage the change, and continuously improve

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Draft set of materials to support roll out of ERO 2.0. These materials could include, for example: “week in the life” depictions of key roles (e.g., FODs, SDDOs), “how to” guides for key processes (e.g., enforcement, removals, performance management), job aides (e.g., simple reference guides for front-line staff), and communications materials	4/24/17
Successful “alpha” test of the new model	4/24/17
Successful “beta” test of the new model	6/19/17
Refined recommendations, based on learnings from the pilot	6/19/17
Refined set of materials, based on learnings from the pilot	6/19/17
Refined implementation strategies (e.g., master schedule of overall implementation timing, sequencing of key initiatives, resource needs), based on learnings from the pilot	6/19/17
STEP 2	
Bootcamp training materials for ERO individuals leading the charge. These materials would include both “hard” skills (e.g., instruction on the new enforcement and removals processes) and “soft” skills (e.g., change management, influencing, feedback and coaching)	8/14/17

Successful implementation of the new model in Wave 1 field offices	10/9/17
Refined set of materials, based on learnings from Wave 1	10/9/17

Task 4: Improve ICE’s and ERO’s procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach

The contractor will undertake a four-step plan to both validate the size of and begin to capture significant procurement improvement opportunity. After Step 1, ICE will make a determination on whether it makes sense to continue work through Steps 2 – 4 (based on the opportunity identified in Step 1).

Key activities include:

- Hold a kick-off meeting with critical ICE stakeholders to review the plan for Steps 1 – 4, and launch a data request to gather the required information to begin work outlined in Step 1
- Step 1: Assess 3-4 high-priority contracts
 - Collaborate with ICE team to select 3 - 4 contracts for robust analysis from high-priority spend categories
 - Conduct detailed analysis of contract services delivered and terms; build “should cost” analysis and compare against price for each contract to determine if there is value at stake ICE could capture
- Step 2: Build Total Cost of Ownership model
 - Define requirements that the TCO model should include
 - Collect and cleanse data
 - Design the conceptual logic of the TCO model
 - Build, test and refine the model
- Step 3: Build negotiation strategies and implement processes
 - Build negotiation strategy to capture value from should cost and other analysis against high priority spend categories
 - Prepare ICE team for negotiations via role plays, scenario analysis, best-alternative-to-negotiated-agreement (BATNA) analysis, etc
 - Conduct analysis to determine which contracts would be highest priority for ICE to analyze
 - Design process for ICE to regularly assess contracted spend for opportunities to achieve best value for ICE
 - Conduct detailed analysis of contract services delivered and terms; build “should cost” analysis and compare against price for each contract to determine if there is value at stake ICE could capture
- Step 4: Assess OAQ and ERO organizational readiness
 - Assess infrastructure and tools
 - Assess talent and capabilities
 - Recommend pipeline management and roll-out

- Assess management and tracking processes
- Assess interface management
- Evaluate the organizational structure

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Detailed should cost estimate for the focus service in each contract.	2/27/17
Estimate of opportunity across all procurement by extrapolating based on findings from sample set of 3-4 contracts.	2/27/17
STEP 2	
Prioritized lists of the requirements for modeling TCO across mission lifecycle.	4/10/17
Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage	4/10/17
Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps.	4/10/17
MVP version of a TCO model, including the specific data sets required as inputs, the levers available to users, and the desired outputs.	5/22/17
Perspective on the total value at stake and how ICE can capture	5/22/17
STEP 3	
Negotiation strategy to capture value from the “should cost” analysis for 3 – 4 priority contracts from Step 1, including a summary of sources of leverage in negotiation	5/22/17
Negotiation “script” for 3 – 4 priority contracts from Step 1	5/22/17
Capability building workshops for negotiation & contract analysis team to build skills to manage negotiations and achieve “best value” outcome for ICE	5/22/17
Recommendation on which contracts OAQ should prioritize going forward for analysis based on both size of potential opportunity and contract timing	5/22/17
Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas	5/22/17
STEP 4	
Evaluation of ICE pricing tools and databases versus best-in-class for obtaining optimal pricing / should cost estimates	5/22/17
Evaluation of ICE capabilities vs. those required to obtain best-in-class pricing; summary of gaps that must be closed to reach best-in-class	5/22/17
Evaluation of how ICE sets priorities for which contracts to conduct price analysis; evaluation of ICE effectiveness in closing difference between today’s price vs. should cost	5/22/17

Deliverable	Delivery Date
Evaluation of ICE metrics / tracking methodology for driving “best value” vs. those used by organizations that achieve best-in-class pricing, including use / effectiveness of management tools such as dashboards	5/22/17
Evaluation of how effectively OAQ organization engages with ICE/ERO leadership and other stakeholders (e.g., AORs) to build excitement and gain buy in for its efforts – or to push for best value procurement decisions	5/22/17
Evaluation of OAQ organization roles and responsibilities versus organizations that achieve best-in-class pricing	5/22/17

Task 5: Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

The contractor will take a two-step approach to developing and implementing a talent management strategy. Key activities include:

- Step 1: Strategy development
 - Develop a factual baseline
 - Assess current talent management processes, systems and practices
 - Define a key set (3-5) of near-term initiatives for further design and/or immediate implementation to gain momentum through “quick wins.”
 - Conduct senior leadership “vision” workshop
- Step 2: Strategy implementation
 - Build and pilot initiatives for each priority area
 - Continue to engage the senior management team and staff throughout the initiative development process

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Factual baseline and assessment of current talent management processes, systems and practices across levels and segments	2/13/17
Prioritized set of gaps that must be addressed in Step Two	2/13/17
Talent management strategy with analysis and references	3/13/17
Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps	3/13/17
Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed	3/13/17
STEP 2	
Identification of ERO leadership sponsors to carry initiatives through to national level implementation	4/17/17

Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings	5/22/17
Communications materials to provide an understanding of the changes and effort by ERO's staff	5/22/17

HSCECR-17-F-00003
Quality Assurance Surveillance Plan
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

ERO Transformation Task 3

- 3.1 Step 1a: Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives
- 3.2 Step 1b: Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a "beta" test in two additional field sites
- 3.3 Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs
- 3.4 Step 2b. Roll out ERO 2.0 to San Antonio AOR

TCO Procurement Strategy

- 3.5 Step 1: Assess 3-4 high-priority contracts
- 3.6 Step 2: Build Total Cost of Ownership model
- 3.7 Step 3: Build negotiation strategies and implement processes
- 3.8 Step 4: Assess OAQ and ERO organizational readiness

Talent Management Strategy

- 3.9 Step 1: Strategy development
- 3.10 Step 2: Strategy implementation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO TRANSFORMATION TASK 3, TCO PROCUREMENT STRATEGY, AND TALENT MANAGEMENT PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
ERO Transformation Task 3				
Step 1a. Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives	Delivered within the stated timeframe Contain agreed-upon elements	100%	4/24/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 1b. Test the detailed best practices, job aides,	Delivered within the stated timeframe	100%	6/19/2017	100% Inspection – The ERO COR shall review using the Quality

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
and training material developed during Step 1a, and refine these materials based on the experience of a “beta” test in two additional field sites	Contains agreed-upon elements			Assurance Monitoring Form
Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2b. Roll out ERO 2.0 to San Antonio AOR	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
TCO Procurement Strategy				
Step 1: Assess 3-4 high-priority contracts	Delivered within the stated timeframe Contain agreed-upon elements	100%	2/27/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Build Total Cost of Ownership model	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 3: Build negotiation strategies and implement processes	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 4: Assess OAQ and ERO organizational readiness	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Talent Management Strategy				
Step 1: Strategy	Delivered within the	100%	3/13/2017	100% Inspection – The

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
development	stated timeframe Contain agreed upon elements			ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Strategy implementation	Delivered within the stated timeframe Contain agreed upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

STEP: _____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Step

ANALYSIS OF RESULTS:

Performance standard	Quality level
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	<input type="checkbox"/> Meets Standards <input type="checkbox"/> Does not meet Standards

Comments: _____

PREPARED BY: _____ **DATE:** _____

SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in HSCECR-17-F-00003 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) Archival Copy. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
2. Signature Forms generated from e-QIP database upon completion of Questionnaire. (e-signature acceptable) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
3. SF 87 (Rev. March 2013), "Fingerprint Card" **(Two Original Cards to COR for forwarding to PSU)**
4. Foreign National Relatives or Associates Statement. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**
6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the

contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to (b)(6); (b)(7)(C)

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program*

Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

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ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acqnet.gov/FAR/>

DHS: <http://farsite.hill.af.mil/VFHSAR1.htm>

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of numbered line items, identified in the Schedule as option items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 6 days, unless the parties mutually agree to a shorter notice period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For

purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

- (1) Project Manager — (b)(6); (b)(7)(C)
- (2) Alternate Project Manager — (b)(6); (b)(7)(C)

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIME)
DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
DHS/ICE-004: Bond Information Management System
GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at <http://www.gpo.gov/fdsys/>.
(End of clause)

REC 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

